


ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#25 JUNE 14, 2011


SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

June 07, 2011

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Second District

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Third District

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Fourth District

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Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
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Los Angeles, California 90012

Mitchell H. Katz, M.D.
Director

John F. Schunhoff, Ph.D.
Chief Deputy Director

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*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles
County residents through direct
services at DHS facilities and
through collaboration with
community and university
partners*

Dear Supervisors:

**APPROVAL OF RENEWAL SPECIALTY MEDICAL SERVICES
AGREEMENTS, AND AMENDMENT NO. 5 TO
TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute renewal Specialty Medical Services Agreements, and amendments to extend Temporary Medical Personnel Services Agreements with various contractors for the provision of as-needed physician specialty and medical personnel services for use by the Department of Health Services, Department of Public Health, and Sheriff's Department facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services (Director) or his designee, to execute renewal form Part-Time/Intermittent Specialty Medical Services (SMS) Agreements which satisfy traditional Civil Service exemptions permitting contracts, and which are exempt under the provisions of County Code section 2.121, with the current contractors identified on Attachment A, at confidential compensation rates on file with the Department of Health Services (DHS), effective upon Board approval through June 30, 2015, for the continued provision of as-needed physician specialty medical and medical personnel services on a part-time/intermittent basis, at an estimated annual cost of \$31,907,078.



2. Authorize the Director, or his designee, to increase the maximum hourly compensation rate under the SMS Agreements for the medical specialty of Emergency Medicine, from \$175 per hour to \$225 per hour, add the subspecialty of Invasive Gastroenterology at the maximum hourly compensation rate of \$225, and increase High Desert Multi-Service Ambulatory Care Center's (HD MACC) maximum fee-for-service rates for consults, from \$100 per consult to \$150 per consult, and for various surgical or gastrointestinal procedures, from \$400 per procedure to \$500 per procedure, identified on Attachment B, in order to assist facilities to obtain necessary clinical coverage in these hard-to-recruit services.
3. Delegate authority to the Director, or his designee, to execute new form SMS Agreements, effective July 1, 2011, or later, through June 30, 2015, for the provisions of as-needed specialty medical services on a part-time/intermittent basis, at negotiated compensation rates not to exceed those maximum hourly compensation rates approved by your Board, and limited to physicians who are Board certified or Board eligible in medical specialties recognized by the American Medical Association and medical personnel licensed and qualified as Audiologists, Certified Registered Nurse Anesthetists, Clinical Psychologists, Dentists, Nurse Practitioners, Occupational Therapists, Optometrists, Pharmacists, Physical Therapists, Physician Assistants, Podiatrists, and Speech Pathologists.
4. Delegate authority to the Director, or his designee, to execute amendments to existing or future SMS Agreements, as necessary, effective July 1, 2011, or later, through June 30, 2015, to adjust the number of service hours and/or hourly compensation rates set forth in each individual Agreement, not to exceed those maximum compensation rates approved by your Board.
5. Delegate authority to the Director, or his designee, to add medical personnel service categories under the SMS agreements, effective July 1, 2011, or later, through June 30, 2015, at compensation rates not to exceed those maximum rates approved by your Board, subject to notification to applicable unions, review and approval by County Counsel and the Chief Executive Office, and notice to your Board.
6. Authorize the Director, or his designee, to execute amendments to 27 Temporary Medical Personnel (TMPS) Agreements listed on Attachment C effective upon Board approval to extend the term of the Agreements, for the period of July 1, 2011 through June 30, 2015, add two medical personnel services categories (Medical Dosimetrist at a maximum hourly rate of \$90.00 and On-Call for Respiratory Care at a maximum hourly rate of \$3.25), increase the maximum hourly rates of payment for the medical personnel services categories identified on Attachment D, and clarify contract language regarding holiday scheduling, at an estimated annual cost of \$28,336,007.
7. Delegate authority to the Director, or his designee, to execute form TMPS Agreements, effective July 1, 2011, or later, through June 30, 2015, for the provision of as-needed temporary medical personnel services on a part-time/intermittent basis, at negotiated compensation rates not to exceed those maximum hourly rates approved by your Board, and limited to medical

personnel services categories listed on Attachment E.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHS uses the SMS and TMPS Agreements to ensure appropriate staffing coverage when County employees are not able to provide critical patient care services. The current Agreements expire June 30, 2011. The recommended actions are necessary to extend the Agreements, update classifications and compensation, and update contract language as appropriate.

Renewal SMS Agreements

Approval of the first recommendation will allow the Director, or his designee, to execute renewal form SMS Agreements with updated terms and conditions, substantially similar to Exhibits I through X with the contractors identified on Attachment A, for the continued provision of as-needed specialty medical personnel services.

Increases to Maximum Hourly Compensation Rates for Two Medical Specialties

Approval of the second recommendation will allow an increase to the maximum hourly compensation rate under the SMS Agreements for the medical specialty of Emergency Medicine, from \$175 per hour to \$225 per hour, add the subspecialty of Invasive Gastroenterology at the maximum hourly compensation rate of \$225, and increase HD MACC's maximum fee-for-service rates for consults, from \$100 per consult to \$150 per consult, and for various surgical or gastro-intestinal procedures performed at the Ambulatory Surgical Center, from \$400 per procedure to \$500 per procedure. The recommended increases are necessary to assist the facilities to obtain necessary clinical coverage in these hard to recruit services. The maximum hourly and fee-for-service compensation rates for the SMS agreements are identified in Attachment B.

Additional SMS Agreements, Future Amendments, and Additional Service Categories

Approval of the third, fourth, and fifth recommendations will enable DHS to continue to offer SMS Agreements to qualified physician specialists and medical personnel on an as-needed basis through June 30, 2015, and execute amendments, as necessary, substantially similar to Exhibits I through X, and expand the range of service categories to ensure adequate clinical coverage for patient care services.

TMPS Amendments

Approval of the sixth recommendation will allow the Director, or his designee, to execute amendments, substantially similar to Exhibit XI, to extend the term of 27 TMPS Agreements identified on Attachment C for the period July 1, 2011 through June 30, 2015, to ensure continuity of as-needed and part-time temporary medical personnel services to address critical allied health staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS, Department of Public Health (DPH) and Sheriff's Department (LASD) facilities.

Exhibit XI also adds two medical personnel services categories, Medical Dosimetrist at a maximum hourly rate of \$82.40 and On-Call for Respiratory Care at a maximum hourly rate of \$3.25.

Medical dosimetrists serve as members of the radiology oncology team, have knowledge of the overall characteristics and clinical relevance of radiation oncology treatment machines and equipment, are cognizant of procedures commonly used in brachytherapy and have the education

and experience necessary to generate radiation dose distributions and dose calculations in collaboration with the medical physicist and radiation oncologist. LAC+USC Medical Center (LAC+USC MC) reports that DHS facilities currently use "Low-dose" procedures for the treatment of intra-uterine cancer, which usually requires an inpatient stay of about two days. Using Medical Dosimetrists, the treatment can be given via "Hi-dose" Radiation as an outpatient procedure, making the service more efficient and cost effective. DHS is evaluating how to identify County classifications in order to recruit County personnel in the future. In the meantime, the Department needs the ability to obtain these services through registries.

On-Call for Respiratory Care is being added to Exhibit XI at the request of Harbor-UCLA Medical Center (H-UCLA MC). H-UCLA MC provides specialized services to area hospitals specifically for neonatal and pediatric patients. In order to meet the transport obligations involved, it is imperative that the hospital's respiratory services department is able to provide the necessary staffing 24-hours per day. Currently, H-UCLA MC does not have enough County Respiratory Care Practitioners (RCP) to provide the 24-hour stand-by coverage required to facilitate these transports. H-UCLA MC is recruiting for positions to increase County staffing in this area. Recently, the hospital recruited and is processing one full-time and two part-time RCP. These individuals will eventually reduce the hospital's reliance on registry staff.

In addition, the recommended amendment will increase the maximum hourly rates for certain hard to recruit services to align them with the maximum hourly compensation rates approved by your Board for current SMS Agreements. Currently the registry rates for the medical personnel services categories identified on Attachment D limit the County's ability to obtain sufficient as-needed and temporary staffing coverage. The amendment will also revise the contract provision regarding holiday work scheduling to match language in other part-time/intermittent personnel services agreements.

Approval of the seventh recommendation will enable DHS to continue to offer TMPS Agreements to qualified registries on an as-needed basis through June 30, 2015.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated cost for the renewal SMS Agreements for Fiscal Year (FY) 2011-12 is \$31,907,078. This amount includes \$257,400 for one DPH Agreement.

The total estimated cost for 27 TMPS Agreements for FY 2011-12 is \$28,336,007. This amount includes an estimated \$54,134 for DPH and \$234,000 for LASD Agreements.

Funding for these services and to cover the increased hourly rates is included in the FY 2011-12 Recommended Budget and will be requested in future years as necessary.

The hourly compensation rates and contract maximum obligations for each individual SMS Agreement are on file with the Department and are kept confidential in accordance with section 1457 of the California Health and Safety Code. The rates are kept confidential to protect the County's bargaining position in negotiations with contract candidates.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

SMS Agreements

On June 29, 2004, your Board approved the renewal of the SMS Agreements, effective July 1, 2004 through June 30, 2009. On August 16, 2005, your Board approved superseding Physician SMS Agreements to strengthen oversight requirements in the agreements and increase maximum hourly compensation rates for specific medical specialties and subspecialties, effective upon Board approval through June 30, 2009. On March 11, 2008, your Board approved amendments to the Physician SMS Agreements to adjust maximum hourly compensation rates for specific medical specialties and subspecialties and extend the term for an additional two years through June 30, 2011. On June 2, 2009, your Board approved restated form SMS Agreements to extend non-physician medical personnel services, effective July 1, 2009 through June 30, 2011.

The Department has determined that the renewal agreements with the individual contractors listed on Attachment A are exempt under the provisions of Proposition A. As stated in County Code section, 2.121.250, the provision shall not apply to the contracting with private businesses to perform personal services when the services are needed on a part-time or intermittent basis. For the purposes of these agreements, part-time or intermittent is defined as working at, or less than, 1,767 hours per year, or providing services on a schedule too irregular to be accommodated economically through full-time County employment. The part-time/intermittent contractors listed on Attachment A will be working at or less than 1,767 hours per year and/or on fluctuating schedules, thus meeting the part-time or intermittent exemption from Proposition A.

Revisions to the new form agreements include defining the length of time a contract physician specialist will be allowed to work under the status of "Board eligible" and work expectations for on-call status; and adding provisions regarding medical health clearances and contracting with current or former County employees under County Code section 2.180.010.

Under the termination provisions of the agreements, either party may terminate the agreement with a 30-day advance written notice to the other party. The County's right to terminate is delegated to the Director under the agreements' express terms.

The County will continue to provide medical malpractice defense and indemnification of direct patient care contractors as part of its contract consideration.

Physician specialty medical and medical personnel services will continue to be used only for the most critical Department functions which County employees and County re-employment list personnel are unable to provide.

The renewal form SMS agreement contains all of the latest Board-mandated provisions.

TMPS Amendments

The County has contracted with temporary medical personnel services registries for many years to address critical allied health staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS, DPH, and LASD facilities.

On June 9, 2010, your Board authorized the Interim Director to extend the TMPS Agreements through June 30, 2011, under the same terms and conditions of the existing Agreements.

TMPS will continue to be utilized only for the most critical functions which County employees and County re-employment list personnel are unable to provide.

TMPS Agreements may be terminated at any time by either party, with or without cause, upon 30 calendar days advanced written notice to either party.

County Counsel has reviewed and approved Exhibits I through XI as to form.

CONTRACTING PROCESS

SMS Agreements

The SMS contract program uses Board-approved form agreements that can be accessed by qualified providers of the identified services. Agreements for physician specialty medical and medical personnel services which are exempt under Proposition A, and which satisfy traditional exceptions to the Civil Services requirements, will be offered on an as-needed basis, as determined by DHS facilities, to qualified physician specialists and medical personnel to provide services on a part-time or intermittent basis. The respective administrators at DHS facilities will be responsible for negotiating rates, as appropriate, not to exceed those approved by your Board, and for screening all interested providers to ensure that they are qualified to provide County services.

Once identified, potential contractors will be required to complete a certification questionnaire, which has been reviewed and approved by County Counsel and is on file with the Department, to determine medical malpractice history, including the occurrence of any disciplinary action by the State Medical Board or other relevant State regulatory agencies. Additionally, the Department will query the National Data Bank and State Medical Board (or other relevant State regulatory agencies) to determine whether the candidates have any disciplinary or malpractice history over the immediate prior three years. Those with such adverse history will be disqualified from participation in the contract program.

Physician specialists must 1) be either Board certified or Board eligible in an area of specialty recognized by the American Medical Association; 2) meet the credentialing requirements of each hospital, which includes a review of the physician's malpractice history; 3) join the medical staff; and 4) comply with the Professional Staff Association Bylaws of the County hospital at which the contract physician will be placed. Medical personnel must: 1) meet the requirements for their professions; 2) meet the appropriate credentialing requirements for their professions; and 3) comply with the professional standards for their respective professions, and the policies and procedures at DHS health facilities.

TMPS Amendments

The TMPS contract program uses Board-approved form agreements that can be accessed by qualified temporary staffing firms able to provide staffing to perform the identified services. Agreements for temporary medical personnel services which are exempt under Proposition A, and which satisfy traditional exceptions to the Civil Services requirements, will be offered on an as-needed basis, as determined by DHS, DPH, and LASD facilities, to qualified firms to provide staffing on a part-time or intermittent basis. The respective administrators at DHS facilities will be responsible for negotiating rates, as appropriate, not to exceed those approved by your Board, and for screening all interested firms to ensure that they have qualified staff available to provide County services.

Once identified, potential contractors will be required to complete a certification of qualifications questionnaire, which has been reviewed and approved by County Counsel and is on file with the Department, to determine whether the firm qualifies to receive a County contract. County staff reviews each potential contractor's articles of incorporation and by-laws, licensing status, insurability, and contacts their references.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will ensure that as-needed specialty medical personnel services for County patients will continue uninterrupted at DHS, DPH, and LASD facilities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:pps

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

RENEWAL SPECIALTY MEDICAL SERVICES AGREEMENTS

<u>Harbor-UCLA Medical Center</u>	<u>Contract Number</u>
Freddy Aw, M.D.	H-703002-1
Hedieh BadkooBehi, M.D.	H-702972-1
Peter V. Barrett, M.D.	H-702070-1
Ronald L. Becker, M.D.	H-701736-2
Premindra A. Chandraratna, M.D.	H-702009-2
Quang Chung, O.D., A Prof. Corp.	H-703963
John M. Criley, M.D.	H-704281
Christina Economides, M.D.	H-704159
Muhammad Farooq, M.D.	H-704188
Marc J. Girskey, M.D.	H-702935-3
Alan Goldstone, O.D.	H-704598
Ivan Chun Kit Ho, M.D.	H-704161
Franklin Ho, M.D., Inc.	H-704423
Russell Hosaka, O.D.	H-703961
Annie C. Hu, O.D.	H-703951
Sarah Lee Kim, M.D.	H-704190
Paul P. Lee, M.D.	H-701734-2
Les Huey, O.D., APC	H-703964
Lester K. Lew, O.D.	H-703962
Deborah McCurdy, M.D.	H-701733-3
Ronald J. Oudiz, M.D.	H-704160
Patty Pinanong, M.D.	H-702004-1
Serena Puga, M.D.	H-704282
Naveed Riaz, M.D.	H-704189
Arthur P. Richardson, M.D.	H-702068-1
Shabana Khan Shah, M.D.	H-703994
Eri Shimizu, M.D.	H-704434
Maria C. Sipowicz, M.D.	H-701991-2
Julie K. Sugino, M.D.	H-701990-1
Joseph S. Tan, M.D.	H-702626-2
Li-Li Tong, M.D.	H-702783-1
Chai-Yung Johnny Tsai, M.D.	H-701989-1
Matthew Wang, O.D., Inc.	H-703954
Robert Webman, M.D.	H-702635-1
Michael Yu, M.D.	H-703185
Arthur S. Zimmerman, M.D., Inc.	H-702753-1

<u>Hubert H. Humphrey Comprehensive Health Center</u>	<u>Contract Number</u>
Ifeoma Ezeani, O.D.	H-704570
Minesh Patel, M.D.	H-703403-1
Kanagal L. Satyanarayana, M.D.	H-704578
Martin L. Smith, D.P.M.	H-703982-2
Sumavamsi Tiriveedhi, O.D.	H-704289-1

Long Beach Comprehensive Health Center

Contract Number

Quang Chung, O.D., A Prof. Corp.	H-703974
Hans J. Fischer, M.D.	H-702633-1
Henny Nguyen, D.P.M.	H-704261
South Bay Eye Care Optometry Inc.	H-703975
Vision Designs Optometric Center	H-703976
Matthew Wang, O.D., Inc.	H-703973
Meiling L. Yuen, M.D.	H-704417

Martin Luther King, Jr. Multi-Service Ambulatory Care Center

Contract Number

Carleton Allen, M.D., A Professional Medical Corporation	H-704184
Janice C. Ancheta, M.D.	H-704399
Peyton Berookim, M.D., Inc.	H-703386-1
Shahram Bonyadlou, M.D.	H-701586-3
Alexandria V. Booth, M.D.	H-704186-1
Lorenzo Brown, M.D., Inc.	H-703651
Mayer Davidson, M.D.	H-703644
Diana Echeverry-Franck, M.D.	H-703648-1
Hayward L. Eubanks, M.D., Inc.	H-703289
Charles E. Fisher, M.D.	H-702616-1
Marcia J. Glenn, M.D.	H-703650
Golden Ear Medical Group, Inc.	H-704435
Ellsworth Grant, M.D., Inc.	H-704183
Ramon Guadiz, M.D.	H-704569
Carla E. Herriford, MD, A Prof. Corp.	H-703195-2
Lori Hobbs, M.D.	H-703645
Andy Hong, M.D., Inc.	H-704584
Stanley Hsia, M.D.	H-702975-1
Ronald E. Jefferson, M.D.	H-701728-2
Ahmad Khalifa, M.D., APC	H-703700
Brian Lee, M.D.	H-704587
Kenneth Lewis, M.D.	H-702981-1
Stephen Lui, M.D., Inc.	H-704568
Miguel Angel Torres, M.D., Inc.	H-703915
Pareed Mohamed, M.D.	H-703770-2
Lydia Oftadeh, M.D.	H-702090-2
Joan Orlando, M.D.	H-703769-1
Janice J. Rha, MD, PC	H-704185
Antoine Roberts, M.D.	H-703335
Armine Sarkisian, M.D., Inc.	H-703385
Kanagal L. Satyanarayana, M.D.	H-704285-1
A.M. Nisar Syed M.D./Khatija Syed, M.D.	H-701837-3
Eleby Washington M.D., P.C.	H-703553

Martin Luther King, Jr. Multi-Service Ambulatory Care Center

Darryl A. Willoughby, M.D.
Francis L. Yemofio, M.D.

Contract Number

H-702364-3
H-701668-2

LAC+USC Healthcare Network

Suzanne Chan
Seung Choi, N.P.
Alessandra Conforto, M.D.
Maria Victoria Conti
Andrea Eckstein
Stacey Evans
Chris Feier, M.D.
Jason Gentile, M.D., Inc.
Sean Henderson, M.D.
Stephan T. Honda, M.D.
Wilfred G. Idsten, M.D.
Amalya Ionita, N.P.
Jennifer Izzarelli
Ashokkumar Jain, M.D.
Tiffany Johnson, N.P.
Hooman Keano Karimi, D.P.M.
Kelly Katzberg, M.D.
Harry Kelleher, M.D.
Susan Youn Kim
An-Chi Liu
Kirsten Mewaldt, M.D.
Anthony M. Peduto, M.D.
Luela Ramos
Denise A. Soto, D.O.
Ramin R. Tabatabai, M.D.
Mai T. Truong, O.D.
Maryann Villanueva, N.P.
Jaime Vivas
Nuzhat Waheed, D.P.M.
Sharon Whang, D.P.M.
Brian Wilbur, M.D.
May Jim Yen, M.D.
Zenon Zuk, M.D.

Contract Number

H-704410
H-704426
H-704437
H-704407
H-704406
H-704405
H-704414
H-704438
H-704580
H-701920-2
H-704428-1
H-704415
H-704394
H-704439
H-704422
H-703984
H-704418
H-704436
H-704162
H-704403
H-704566
H-704583
H-704404
H-702007-1
H-704577
H-703970
H-704419
H-704400
H-703969
H-703968
H-704287
H-704427
H-701892-1

Juvenile Court Health Services

Donaldo R. Figueroa, O.D.

Contract Number

H-703955

H. Claude Hudson Comprehensive Health Center

Contract Number

Lesley Kwan, O.D.
Arash Nowain, M.D.
Michael P. Soles, M.D.
San San Wai, M.D.

H-703960
H-703401
H-702923-1
H-702885-1

El Monte Comprehensive Health Center

Contract Number

Robinson Castillo, D.P.M.
Lucrecia Escobar, O.D.

H-703941
H-703940

Edward R. Roybal Comprehensive Health Center

Contract Number

Peter C. Fanti, M.D.
Shishir K. Shah, M.D.
Malini S. Shah, M.D.

H-704273
H-702956-1
H-702955-1

ValleyCare Network

Contract Number

Eddy V. Nguyen, M.D., Inc.

H-704597

High Desert Multi-Service Ambulatory Care Center

Contract Number

Olayemi Akao, R.PH.
Antelope Valley Lung Institute
Salvador A. Arella, M.D.
Glen H. Arnold, Ph.D.
Albert Askarinam, M.D.
David B. Day, D.P.M.
Dianne DeFreece, Ph.D.
Richard C. Elton, M.D.
Antony C. Ernest, M.D.
Nancy L. Ferrel, M.D.
Junaid Fitter, M.D.
Jon W. Fong, D.O.
Paul Fortaleza, D.O.
Esperanza C. Gajo, M.D.
Maha M. Gharibeh-Reed, F.N.P.
Helsa Guthrie-Boyle
Tawfik Hadaya, M.D.
Ghol Ha'eri, M.D.
Mozafar K. Hakakha, M.D.
Rendel R. Houston, M.D.
Richard Jacobson, M.D.
Gurprem S. Kang, M.D.
Andrew L. Katz, D.P.M.

H-703944
H-702857-2
H-703779-1
H-703965
H-702589-2
H-704001
H-703967
H-700358-2
H-703305-3
H-703338-1
H-702596-1
H-704411
H-702603-2
H-703114-2
H-704005
H-704194-1
H-702555-3
H-700352-3
H-703306-1
H-700815-2
H-703018-1
H-703155-1
H-704007

High Desert Multi-Service Ambulatory Care Center

Contract Number

Elizabeth Lask, N.P.	H-703942-1
Charles Law, M.D.	H-703126-2
Anna Law, M.D.	H-702591-2
Zinovy Lekht, M.D.	H-703917-1
Bruce Lohman, M.D.	H-702600-1
Sandra McMullen, N.P.	H-704006
Harry H. Nickle, M.D.	H-702790-1
Victoria Paman, R.PH.	H-703949-1
Jesus Partida, M.D.	H-702595-2
Catherine Pineda	H-704276
Shamsundar Ramrattan, D.O.	H-704181-1
Kalpana Ravikumar, M.D.	H-703244-2
Deborah A. Rice, F.N.P.	H-703946
Ahmed Saleem Saleem, R.PH.	H-703950
Dennis W. Shults, D.O.	H-702593-1
Alexander W. Sinavsky, M.D.	H-702590-1
Mehran Sourehnissani, M.D.	H-702627-1
Ildiko Sprague, R.Ph.	H-704011
Trent Erney Medical Group	H-702605-3
Violeta Vallejo-Sinavsky, M.D.	H-702606-1
Valley Tumor Medical Group, Inc.	H-702021-2
Bradley Walker, M.D.	H-704421
Phillip Whong, M.D.	H-700356-2
Edward Wong, M.D.	H-700325-5
Sheila Wright-Scott, M.D.	H-700437-3
Farida Yoosefian, M.D.	H-704277

Mid-Valley Comprehensive Health Center

Contract Number

Dr. Jeremy Kampp, A Professional Medical Corporation	H-704155
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Olive View-UCLA Medical Center

Contract Number

Ryan Alexy, M.D.	H-704268
Jason Bradfield, M.D.	H-702997-2
Kara Calkins, M.D.	H-704274-1
Carol Chang, D.O.	H-702882-1
Shannon Chua, M.D.	H-702988-1
Yuvrajsinh N. Chudasama, M.D.	H-704290
Tony Yat-Shing Chung, M.D., D.M.D.	H-702843-1
Sachiko T. Cochran, M.D.	H-702438-1
Daniel Copps, D.D.S.	H-704002-1
Babak Daftari, M.D.	H-704125
Daniel Deugarte, M.D.	H-703336
Udayakumar Devaskar, M.D.	H-704270

Olive View-UCLA Medical CenterContract Number

Uday Devgan, M.D.	H-702683-1
Yale Doberne, M.D.	H-702089-1
James Dunn, M.D.	H-703337
Elite Pain Mgmt, Inc.	H-703194-1
Josephine Encisco, M.D.	H-704594
Michele Evans, M.D.	H-704264
Azadeh Farzin, M.D.	H-704432
Meena Garg, M.D.	H-704272-1
Leena Caroline Gibson, M.D.	H-704433
Dale J. Gierthy, M.D.	H-702071-1
Mark Goh, M.D.	H-703660
Gasser M. Hathout, M.D.	H-702875-1
Sai-Hung Hui, M.D.	H-703999
Pamela Kempert, M.D.	H-703934
Jeffrey M. Keyes, M.D.	H-702807-2
Alan Knopf, M.D., Inc.	H-703694
Nanette L. Kovash, D.O.	H-703935-1
Katrin Lalezarzadeh, D.O.	H-703997
Vedang Londhe, M.D.	H-704278-1
Deborah McCurdy, M.D.	H-701987-2
Vladana Milisavljevic, M.D.	H-704275-1
Zahi Nassoura, M.D.	H-702057-1
Sheryl L. North, M.D.	H-701558-2
Hamid Nourmand, M.D.	H-702324-1
Kalpesh Patel, M.D.	H-703433-1
Amy Paz, M.D.	H-702679-4
Fuad Rafidi, M.D.	H-702025-1
Kellie Reinecke, SLP-CCC	H-704586
Carlo Reyes, M.D.	H-701784-2
Dana Roehen	H-704197
Alireza Sadoughi, M.D.	H-701876-1
Kayur Shah, M.D.	H-702056-1
Stephen B. Shew, M.D.	H-703340
Jeffrey B. Smith, M.D.	H-704572
Nelson F. Soohoo	H-704395
Cande L. Sridhar, M.D.	H-703937
Wang-Dar Sun, M.D.	H-704599
Mariam Thomas, M.D.	H-703404
Benjamin Tiet, M.D.	H-704267
Valencia Walker, M.D.	H-704279-1
Richard Moore Witten, M.D.	H-702760-2
Jeanie Woo, M.D.	H-704284
Phillis Wu, M.D.	H-704585
Victor Xia, M.D.	H-701841-3
Ling T. Yen, O.D.	H-703956

Olive View-UCLA Medical Center

Hung-Hei Yung, M.D.
Thomas Zung, M.D.

Contract Number

H-702001-1
H-703297

Rancho Los Amigos National Rehabilitation Center

Contract Number

Mohsin Ali, M.D.	H-701927-2
Donna M. Barras, M.D.	H-701694-2
Teresa Bisson	H-704198
Lorenzo Brown, M.D., Inc.	H-704195
Margaret Burnett, M.D.	H-701902-1
Sophia Chun, M.D.	H-701751-2
Sarah Cole, O.D.	H-704010
Jason R. Cozby, P.T.	H-704579
Matthew D. Dunn, M.D.	H-701744-2
Vance Eberly, M.D.	H-701828-3
Edward H. Sims, M.D., F.A.C.S., Inc.	H-704398
Richard M. Effros, M.D.	H-701816-2
Beth Fisher	H-704590
Gilbert Gelfand, M.D.	H-701740-2
David Ginsberg, M.D.	H-701693-3
Ramin Hazany, M.D., Inc.	H-701748-2
John Hsu, M.D.	H-701697-2
Eric Ikeda, O.D.	H-703981-1
Gerald T.H. Lim, M.D.	H-703551
Mark S. Linam, DPM	H-704588
Samuel Liu, M.D., Inc.	H-704046
Donald Longjohn, M.D.	H-702978-1
Michael Macalalad, D.D.S.	H-703977
Lori K. Malinbaum, D.D.S., Inc.	H-703979
Jenny Martinez Vivero	H-704589
Christine Michelle Mata	H-704413
Mazdisnian, M.D., Inc.	H-703495
Diane Mitchell, M.D.	H-703287
Mary Murakawa, D.D.S.	H-703978
Amy Nguyen, D.D.S.	H-704157
Nisha Narula Pagan, PT, DPT, NCS	H-704269
Jose Pantoja, M.D.	H-701699-3
Janice Park-Kim, D.D.S.	H-703986
Barbara Phillips	H-704396
Brigitte Prinzivalli-Rolfe, M.D., M.P.H.	H-704397
Jeffrey Pucher, D.D.S.	H-703980
The Regents of the University of California, Aesthetics & Plastic Surgery	H-704581
Samuel Rosenfeld, M.D.	H-701750-3
Nancy F. Sand, M.D.	H-701746-3
Francisco Sapico, M.D.	H-701789-2

Rancho Los Amigos National Rehabilitation Center

Anne Schuckman, M.D.
Alvin C. Shon, M.D., F.A.C.S.
Thanh Tam Ton, D.D.S.
Ambrose Y. Tsang, M.D.
Vincent Tso, D.D.S.
USC Care Medical Group, Inc.
Nicole Vandavelde, P.T., D.P.T.
Alexandra Villegas
Barton Wachs, M.D.
Thomas Waddington, M.D.
Changgao Yang, M.D.
Robert M. Zeit, M.D.

Contract Number

H-702792-1
H-703459
H-704003
H-703848
H-704182
H-704263
H-704430
H-704391
H-703299
H-704392
H-701739-2
H-702690-2

Department of Public Health

Gail A. Nalls, M.D.

Contract Number

H-702306-1

ATTACHMENT B

PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES

PHYSICIAN SERVICES – HOURLY RATE CAP SCHEDULE

Tier 1 - Up to \$225 hourly rate (up to \$112.50 hourly on-call rate)

Anesthesiology
Cardiology
Cardiothoracic Surgery
Gynecologic Oncology
Emergency Medicine (added)
Invasive Gastroenterology (added)
Neurological Surgery
Ophthalmology
Orthopedic Surgery
Otolaryngology
Pediatric Surgery
Plastic Surgery
Radiology (*diagnostic; oncology*)
Surgery
Urology
Vascular Surgery

Tier 2 - Up to \$175.00 hourly rate (up to \$87.50 hourly on-call rate)

Critical Care
Dermatology
Gastroenterology – Non-invasive
Hematology-Oncology
Neonatal-Perinatal Medicine
Obstetrics and Gynecology
Psychiatry

Tier 3 - Up to \$125.00 hourly rate (up to \$62.50 hourly on-call rate)
(All other specialties)

Allergy and Immunology
Family Medicine
Internal Medicine
 -Endocrinology
 -Rheumatology
Neurology
Nuclear Medicine
Pathology
Pediatrics
Physical Medicine and Rehabilitation
Preventive Medicine
 -Occupational Health

PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES

MEDICAL PERSONNEL SERVICES – HOURLY RATE CAP SCHEDULE

Tier 1 - Up to \$125 hourly rate

Clinical Psychologist
Dentist
Optometrist
Podiatrist

Tier 2 – Up to \$95 hourly rate

Certified Registered Nurse Anesthetist
Nurse Practitioner
Pharmacist
Physician Assistant

Tier 3 – Up to \$80 hourly rate

Audiologist
Occupational Therapist
Physical Therapist
Speech Pathologist

PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES

MAXIMUM FEE-FOR-SERVICE RATES

**(Only for physicians and other medical personnel providing services at
High Desert Multi-Service Ambulatory Care Center)**

Consult	Up to \$150 per consult
Various In-Office Surgical and Diagnostic Procedures	Up to \$300 per procedure
Various Ambulatory Surgical Center Surgical or G I Procedures	Up to \$500 per procedure

**TEMPORARY MEDICAL PERSONNEL SERVICES ACTIVE CONTRACTORS
FISCAL YEAR 2011-2012**

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
1.	Asereth Medical Services 257 S. Fair Oaks, Suite 100 Pasadena, CA 91105 Tel. (626) 449-0099 Fax: (626) 449-7388 Contact: Theresa Taylor Email: theresat@asereth.com	H-7028004	Pharmacy Techs, Pharmacist, Medical Support, EKG Techs, Clerks, Laboratory	7/1/2010	6/30/2011
2.	Associated Health Professionals, Inc. 6095 Bristol Parkway, 2 nd Floor Culver City, CA 90230 Contact: Mary Anderson, Pres/CEO Tel. (310) 417-3011 Fax: (310) 645-3034 Email: mary@ahpstaffing.com	H-701361-3	Neurological Testing, Respiratory Therapy, Phlebotomist, Laboratory	7/1/2010	6/30/2011
3.	Club Staffing, Inc. 5901 Broken Sound Parkway, Suite 500 Boca Raton, FL 33487 Contact: Jay Goldstein Tel.: (800) 875-8999, ext. 202 Fax: (561) 367-0884 Email: jay@clubstaffing.com	H-702982-4	Radiology, Respiratory, Rehab	7/1/2010	6/30/2011
4.	Complete Therapy Services 5776-D #445 Lindero Cyn Rd Westlake Village, CA 91362 Contact: Beverly Ingram, President Tel. (818) 889-7588 Fax: (818) 889-7517 Email: bevjingham@cs.com	H-701359-4	Audiology, Occupational, Physical Therapy & Speech Pathology	7/1/2010	6/30/2011
5.	Echo Tech Imaging 2650 Jones Way, Suite 9 Simi Valley, CA 93065 Contact: Nicki Klein, President Tel. Fax: (805) 522-0844 Email: echotechimaging@yahoo.com	H-701363-4	Radiology	7/1/2010	6/30/2011

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
6.	Golden Imaging 1857 Paloma Street Pasadena, CA 91104 Contact: Andrew Golden, Owner Tel: (626) 419-0438 Fax: (626) 791-1499 Email: goldenimaging@yahoo.com	H-704386	Echocardiography (Pediatric, Neonatal, Adult)	7/1/2010	6/30/2011
7.	Maxim Healthcare Services, Inc., dba Maxim Staffing Solutions 7227 LeeForest Drive Columbia, MD 21046 Contact: Mike Hemelt Tel: (410) 910-1633 Fax: (410) 910-1722 Email: mihemelt@maxhealth.com	H-704240-1	Per Diem and Traveling Nurses	7/1/2010	6/30/2011
8.	Mediscan Diagnostic Services 21050 Califa Street, Suite 100 Woodland Hills, CA 91367 Contact: Carlene Randolph Tel. (818) 758-4224 Fax: (818) 264-1933 Email: carlener@mediscan.net	H-701397-4	Radiology, Respiratory and Rehabilitation Therapy, Mortuary, EKG and EEG Tech	7/1/2010	6/30/2011
9.	Neurotrace P. O. Box 268 Escondido, CA 92033-0268 Contact: Jeri Kaufman, President Tel. (800) 280-7114 Fax: (760) 738-8886 Email: jeri@neurotrace.sdcocmail.com	H-701421-3	Neurological Testing	7/1/2010	6/30/2011
10.	Nurses in Partnership 29219 Canwood St., Suite 220 Agoura Hills CA 91301 Contact: Dana Jaramillo Tel. (800) 978-8555 Fax: (800) 978-8556 Email: djaramillo@nipinc.com	H-703926-1	Physical Therapy, Occupational Therapy, Certified Occupational Therapy Assistant	7/1/2010	6/30/2011

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
11.	On Assignment Health Staffing 6345 Balboa Blvd., Suite 272 Encino, CA 91316 Contact: Eric Feigenbaum, Sr. Acct. Exec. Tel. (818) 774-1528 Fax: (818) 670-0727 Email: eric.feigenbaum@onassignment.com	H-703762-1	Diagnostic Imaging, Rehab Therapy, Laboratory, Pharmacists and Pharm Techs, Respiratory Care	7/1/2010	6/30/2011
12.	Photon Physics 15 Encanto Drive Rolling Hills Estates, CA 90274 Contact: Eric G. Frank, CEO Tel: (310) 784-0139 Fax: (310) 784-0651 Email: efrank4128@aol.com	H-702643-4	Physicists	7/1/2010	6/30/2011
13.	Platinum Healthcare Staffing, Inc. 11949 Jefferson Blvd., Ste. 103 Culver City, CA 90230 Contact: Pet Salac, COO Tel: (877) 821-5888 Fax: (310) 821-6888 Email: pet@platinumhealthcarestaffing.com	H-703890-1	Techs: Pharmacy, Radiology, Ultrasound (including Vascular & Cardiac), Nuclear Med, Mammo, MRI, CT, Radiation Therapy, Echo, Respiratory. They also provide Pharmacists, Phlebotomist, Clinical Lab Scientist, PT & OT (including assistants), Speech Language Pathologist, Respiratory Therapists and Psychiatric Social Workers	7/1/2010	6/30/2011

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
14.	Preferred Healthcare Registry 4655 Ruffner Street, Suite 270 San Diego, CA 92111 Contact: Scott Greene, Tel: (800) 787-6787 Fax: (800) 787-6762 Email: Accountmgr@PreferredRegistry.com	H-704446	Medical Support Personnel	9/1/2010	6/30/2011
15.	PrideStaff, Inc., dba RX Relief, Inc. 7535 North Palm Avenue, Suite 101 Fresno, CA 93711 Contact: Carl Franklin, Executive VP Tel. (800) 797-3543 Fax: (888) 222-1402 Email: cfranklin@rxrelief.com	H-702777-4	Pharmacy, medical support	7/1/2010	6/30/2011
16.	Professional Respiratory Network, Inc. 1010 Sycamore Avenue, Ste. 102 South Pasadena, CA 91030 Contact: Byron Warnakulasooriya Tel. (323) 474-0914 Fax: (323) 474-0915 Email: byron@prnregistry.com	H-701679-4	Respiratory Therapy	7/1/2010	6/30/2011
17.	RPT/PRN, LLC Bus.: 12682 Hoover Street Garden Grove, CA 92841 Mail: P. O. Box 2008 Garden Grove, CA 92842 Contact: Michael Mansfield Tel. (800) 344-4577 Fax: (714) 373-5507 Email: m@rptprn.com	H-701844-3	Occupational Therapy, Physical Therapy, Speech Pathology	7/1/2010	6/30/2011
18.	SH Staffing, LLC dba Neonatal Respiratory Team, Inc. (assigned & delegated from Neonatal Respiratory Team Inc.) 7365 Carnelian Ave. Rancho Cucamonga, CA 91730 Contact: Ann Arzaga Tel. (877) 782-3398 or (909) 282-2910 Fax:(909) 484-1020 Email: ccox@staffinghelpers.com	H-701843-4	Respiratory, PT, PT Asst, OT, OT Asst, Speech and Language Pathologist, SLP Asst, Rad Tech, EEG Tech, EKG Tech	7/1/2010	6-30-2011

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
19.	Siracusa Enterprises, Inc., dba Quality Imaging, Inc. 17737 Chatsworth St., Suite 200 Granada Hills, CA 91344 Contact: Joe Alas, President/CEO Tel. (818) 831-1130 Fax: (818) 831-1126 Email: email@qualityimagingervices.com	H-701398-4	Radiology	7/1/2010	6/30/2011
20.	Soliant Health, Inc., An MPS Group (delegated & assigned from Cardinal Health) 11757 Katy Freeway, Suite 350 Houston, TX 77079 Contact: Kimberly Anders Tel. (877) 340-0521 Fax: (877) 340-0534 Email: kimberly.anders@soliant.com	H-701833-5	Pharmacy; Rehabilitation Therapy	7/1/2010	6/30/2011
21.	Solutions Staffing Services, Inc., dba Direct Staffing Health Care Services 4434 Moorpark Way, Suite C North Hollywood, CA 90069 Contact: Shane Nagore, President Tel: 818-760-9200 SFV Tel: 310-270-4080 LA Fax: 818-760-9222 Cell: 310-849-9999 Email: shane@directstaffingservices.com	H-702622-4	Radiology, Physical Therapy, Pharmacy and Respiratory Therapy	7/1/2010	6/30/2011
22.	STAT Registry Service 235 E. Broadway St. Suite 960 Long Beach, CA 90802 Contact: Julius Irumundomon, Pres/CEO Tel. (562) 285-0555 Fax: (562) 285-0559 Email: statregs@aol.com	H-702778-4	Respiratory Therapy	7/1/2010	6/30/2011

	Contractor	Agreement No.	Service	Eff. Date	Exp. Date
23.	Sunbelt Staffing, LLC 12425 Race Track Rd., Suite 100 Tampa, FL 33626 Contact: Jena Brinkman, Director of Admin Phone: (800) 659-1522 Fax: (800) 776-7713 Email: jena.brinkman@sunbeltstaffing.com	H-704023-1	PT/OT, Speech, Pharmacy	7/1/2010	6/30/2011
24.	Sun Medical Technologies, Inc. c/o HealthTronics, Inc. 9825 Spectrum Drive, Bldg. 3 Austin, Texas 78717 Contact: Tammy Criswell, Director, Facility Contracts - Corporate Office Phone: (888) 252-6575 Direct: (512) 721-4797 Fax: (512) 439-8303 E-Mail: Tammy.Criswell@HealthTronics.com	H-701894-4	Mobile Lithotripsy	7-1-2010	6-30-2011
25.	Synaptic Technologies, Inc. 5415 Carpenter Avenue Valley Village, CA 91607 Contact: Michael T. Marcosa, Pres/CEO Tel. (818) 766-0789 Email: mike-chrissy@sbcglobal.net	H-701420-4	Neurological Testing	7/1/2010	6/30/2011
26.	USC Care Medical Group, Inc. (formerly known as USC Radiology Associates) 1500 San Pablo Los Angeles, CA 90033 c/o: Sherry Smiles and Linda Demarco Contact: Danielle Ysabal Tel. (323) 865-3226 Fax: (323) 865-0161 Email: dysabal@usc.edu	H-701680-5	Radiology	11-13-2007	6-30-2011
27.	X-PRT Staffing, Inc. (formerly known as X-PRT Medical Imaging) 15335 Morrison Street, #135 Shermon Oaks, CA 91403 Contact: Haideh Salehi, President Tel. (818) 380-0066 Fax: (818) 380-0137 Email: xprtmedregistry@yahoo.com	H-701362-5	Radiology	7/1/2010	6/30/2011

**TEMPORARY MEDICAL PERSONNEL
RATES SCHEDULE**

POSITION	Current Maximum Hourly Rate	Proposed Maximum Hourly Rate
Pharmacist Manager	\$92.00	\$95.00
Occupational Therapist	\$51.50	\$80.00
Physical Therapist	\$51.50	\$80.00
Audiologist	\$51.50	\$80.00
Speech Pathologist	\$51.50	\$80.00

TEMPORARY MEDICAL PERSONNEL SERVICES

Angiography Services

Audiologist - Licensed

Audiology Assistant

Autopsy Technician

Cardiac Electro-diagnostic (ECG/EKG) Tech

Clinical Laboratory Scientist I

Computed Tomography Services

Dental Assistant

Echocardiography (Pediatric or Adult)

Echocardiography (Pediatric or Adult) with Equipment

Electroencephalograph (EEG) Tech

Electroencephalogram (EEG) Equipment

General Radiology (X-Ray) Services

Laboratory Assistant

Magnetic Resonance Imaging (MRI) Technologist

Mammography Services

Medical Dosimetrist*

Mobile Lithotripsy

Mortuary Technician/Aid

Neurological Study Services (Neurological Testing) – Routine & STAT

- Electroencephalogram (EEG)
- Evoked Potentials (EP)
- Electromyography (EMG) all

Nerve Conduction Velocity Study (NCV)

Nuclear Medicine Services

Occupational Therapist - Licensed

Occupational Therapy Assistant - Certified

On-Call Services - (for EEG Technician, Nuclear Medicine, RCP Pediatric/Neonatal
Care* and Ultrasound Services)

PET/CT Scan Technologist Services
Pharmacist
Pharmacist Intern
Pharmacist Manager
Pharmacy Helper
Pharmacy Technician
Phlebotomy Service Supervisor
Phlebotomy Technician I
Phlebotomy Technician II
Physical Therapist - Licensed
Physical Therapy Assistant - Licensed
Psychiatric Social Worker I
Psychiatric Social Worker II
Radiation Oncology Physicist
Radiation Therapy Services
Recreation Therapist
Recreation Therapy Assistant
Rehabilitation Therapy Tech/Aide
Renal Dialysis Equipment Tech
Respiratory Care Practitioners I and II(RCP)
RCP - Pediatric/Neonatal Care Services
RCP - Interim Permittee
Speech Pathologist - Licensed
Tissue Analysis (Histology) Technician I
Tissue Analysis (Histology) Technician II
Tissue Analysis Technician (Histology) Supervisor I
Tissue Analysis Technician (Histology) Supervisor II
Ultrasound Services

* Recommended Services



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

FOR

PART TIME/INTERMITTENT

SPECIALTY MEDICAL SERVICES

(Physician Services - On-site)

**CONTRACT PROVISIONS
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EXHIBIT

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Contract # _____
(Physician Services)
(All Facilities)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2011,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including _____ (hereafter "Medical Facility"); and

WHEREAS, a large number of physician specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or

unpredictable in nature such that they do not give rise to the need for a full-time physician; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty medical position at Medical Facility (applicable only to new agreements with physician contractors which start on or after July 1, 2011); and

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor is either Board certified in his or her specialty(ies) or is eligible to take the examination to become Board certified in his or her specialty(ies); and

WHEREAS, Contractor has applied for and been granted membership in Medical Facility's Professional Staff Association and clinical privileges in accordance with such Association's bylaws; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2015. In any event, either party may terminate

this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California or California Board of Osteopathy, as appropriate).

D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no

right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

I. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" – Billing, Payment, Maximum Obligation, and Rates.

3. PRIOR AGREEMENT SUPERSEDED: Effective date of execution by Director, this Agreement shall replace and supersede Physician Specialty Medical Services Agreement No. _____ and any and all Amendments thereto.

4. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

5. DESCRIPTION OF SERVICES: Contractor shall provide medical services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B".

B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

C. No Payment for Services Provided Following Expiration/

Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to

Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall

include all of the information listed in County's Risk Management form.

Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

9. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

10. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from

and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option,

may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance

(written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Professional Liability Insurance: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover

services provided under this Agreement.

D. Workers Compensation and Employer's Liability Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A", Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate

immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

14. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either

party by giving ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) _____

Attention: Office of the Administrator

Attention: Office of the Administrator

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

Attention: Office of the Administrator

18. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

19. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT A
DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor is a physician, duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 2. B.hereinbelow in her/his specialty, and has applied for and been granted medical staff privileges at Medical Facility, _____. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under the administrative and professional direction of Medical Director. Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

A. _____ and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site and on-call service hours

and further shall be responsible for distinguishing between the two types of service hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.

E. Upon prior, written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:

(1) Participating on Quality Assurance and Utilization Review

Committees;

- (2) Participating on Medical Facility's medical staff committees;
- (3) Participating in Medical Facility's licensure and the Joint Commission reviews;
- (4) Participating in Medical Facility's planning and equipment planning activities;
- (5) Developing internal policies and procedures.

F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit physicians employed by or under contract with the County.

G. "Hourly on-call" service coverage which consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor fails to respond or does not arrive within the time limits.

H. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

I. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site service hours work as well as all on-call service hours.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All physicians providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Board Certification: During the term of this Agreement, Contractor shall continuously have and maintain board certification or board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18 months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship.

C. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's

credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

D. Medical Health Screening: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. Bloodborne Pathogens: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

F. The Joint Commission: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by the Joint Commission and Contractor's State licensing or the State Medical Board or both.

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed

in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. PARKING SPACE: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

EXHIBIT B
BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

1. BILLING AND PAYMENT:

A. Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, administrative, etc.), whether such services were provided on-site or on-call, date and hours worked, and the applicable compensation rate.

B. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third

party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.

D. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) as follows:

A. During the period July 1, 2011 or period date of execution through June 30, 2012, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

B. During the period July 1, 2012 or period date of execution through June 30, 2013, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

C. During the period July 1, 2013 or period date of execution through June 30, 2014, the maximum obligation of County shall not exceed _____ Dollars (\$_____); and

D. During the period July 1, 2014 or period date of execution through June 30, 2015, the maximum obligation of County shall not exceed _____ Dollars (\$_____).

3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility as follows: _____ Dollars per hour (and/or per procedure – HD MACC only)

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be _____ Dollars (_____) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant. DHS Facility Staff are required to ensure the Contractor personnel receives the

appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be

reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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ADDITIONAL PROVISIONS

1. RECORDS AND AUDITS:

A. **Financial Records:** Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. **Patient Records:** Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the

evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C. Knox-Keene Health Care Services Requirements: If Contractor provides medical services hereunder at its private offices, Contractor shall further maintain all applicable books, documents, and records regarding services rendered to subscribers or enrollees of the Los Angeles County Community Health Plan for a period of five (5) years following the expiration or earlier termination of this Agreement. This obligation shall not be terminated upon expiration or termination of this Agreement.

Director shall have the right to inspect, at reasonable times upon demand during the term of this Agreement and for five (5) years thereafter, Contractor's books, records, and papers relating to: (1) the provisions of health services at Contractor's office to subscribers or enrollees of the Los Angeles County Community Health Plan, (2) the costs thereof, (3) co-payments received by Contractor from subscribers or enrollees and, (4) the financial condition of Contractor.

Contractor shall maintain such records and provide such information to the Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (California

Health and Safety Code sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

D. Federal Access to Records: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

E. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medicaid programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

F. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully

cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

G. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if

such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

H. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

3. **NONDISCRIMINATION IN SERVICES**: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a

different manner, or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement.

Contractor shall ensure that all its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

6. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of

Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and agents. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation,

identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, or brokerage or contingent fee.

12. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as

determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County

may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED

TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S
EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and

will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or

more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and

recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees

to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

36. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 37 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

38. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

FOR

PART TIME/INTERMITTENT

SPECIALTY MEDICAL SERVICES

(Physician Services - On-site/Off-site)

**CONTRACT PROVISIONS
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EXHIBIT

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Contract # _____
(Physician Services)
(On-site/Off-site)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2011,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including _____ (hereafter "Medical Facility"); and

WHEREAS, a large number of physician specialty medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient physician staff to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or unpredictable in nature such that they do not give rise to the need for a full-time physician; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty medical position at Medical Facility (applicable only to new agreements with physician contractors which start on or after July 1, 2011); and

WHEREAS, Contractor either is (if not incorporated), or has (if incorporated) as its principal officer, a physician duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor is either Board certified in his or her specialty(ies) or is eligible to take the examination to become Board certified in his or her specialty(ies); and

WHEREAS, Contractor has applied for and been granted membership in Medical Facility's Professional Staff Association and clinical privileges in accordance with such Association's bylaws; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its

execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2015. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license to practice medicine is suspended or revoked by the State of California (Medical Board of California or California Board of Osteopathy, as appropriate).

D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right under Medical Facility's bylaws or other County administrative forum to challenge or appeal such suspension or termination.

I. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" – Billing, Payment, Maximum Obligation, and Rates.

3. PRIOR AGREEMENT SUPERSEDED: Effective date of execution by Director, this Agreement shall replace and supersede Physician Specialty Medical Services Agreement No. _____ and any and all Amendments thereto.

4. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

5. DESCRIPTION OF SERVICES: Contractor shall provide medical services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B".

B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent

(75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

C. No Payment for Services Provided Following Expiration/

Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement

are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its

claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form.

Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

9. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

10. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from

and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option,

may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance

(written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Professional Liability Insurance: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover

services provided under this Agreement.

D. Workers Compensation and Employer's Liability Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility or Contractor's office hereunder, as set forth in Exhibit "A", Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate

immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

14. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either

party by giving ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) _____

Attention: Office of the Administrator

Attention: Office of the Administrator

(2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

18. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

19. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT A
DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor is a physician, duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 2. B. hereinbelow in her/his specialty and has applied for and been granted medical staff privileges at Medical Facility, _____. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

Contractor shall provide medical services to County patients at (1) Medical Facility located at _____, and (2), for the patients who may be referred by the County's Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), to Contractor at Contractor's office, located at _____.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under the administrative and professional direction of Medical Director. Medical Facility shall retain professional and administrative responsibility for

the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

A. _____ and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site, off-site, and on-call service hours and further shall be responsible for distinguishing between the three types of service hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time physician. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.

E. Upon prior, written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:

- (1) Participating on Quality Assurance and Utilization Review Committees;
- (2) Participating on Medical Facility's medical staff committees;
- (3) Participating in Medical Facility's licensure and the Joint Commission reviews;
- (4) Participating in Medical Facility's planning and equipment planning activities;
- (5) Developing internal policies and procedures.

F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit physicians employed by or under contract with the County.

G. "Hourly on-call" service coverage which consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor shall respond to such page or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total

charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor fails to respond or does not arrive within the time limits.

H. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

I. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site and off-site service hours work as well as all on-call service hours.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All physicians providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Board Certification: During the term of this Agreement, Contractor shall continuously have and maintain board certification or board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18 months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship.

C. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this

Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

D. **Medical Health Screening:** Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. **Bloodborne Pathogens:** Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

F. The Joint Commission: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by the Joint Commission or the State Medical Board or both.

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community.

Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. USE OF EMPLOYEES AND AGENTS: Contractor shall not utilize any of its employees or agents in the provision of any medical services at Medical Facility or Contractor's office hereunder without obtaining the prior written approval of Medical Director and without otherwise satisfying all other delegation and subcontracting

requirements of Agreement. No such employee or agent shall provide services on County premises or at Contractor's office unless he or she has satisfied all requirements of DHS' current Health Screening Policy contained in Exhibit "C".

In any event, Contractor shall immediately remove any Contractor employee or agent from the provision of such services at Medical Facility or Contractor's office upon receipt of oral or written notice from Medical Director that the actions of such employee or agent may adversely affect the delivery of health care services.

Regardless of Contractor's use of any employee or agent hereunder, County shall only be obligated to pay for Contractor's personal services hereunder.

5. PARKING SPACE: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

EXHIBIT B
BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

1. BILLING AND PAYMENT:

A. For the on-site medical services provided at Medical Facility, Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, administrative, etc.), whether such services were provided on-call or on-site, date and hours worked, and the applicable compensation rate.

B. For the medical services provided in Contractor's office to those County patients referred by Medical Director, Contractor shall bill in accordance with the following procedures:

1) At the time each County outpatient is referred to Contractor's office for medical services, Director shall identify the third-party coverage (i.e., medical or private insurance), if any, of the particular County outpatient. For all those County outpatients with such third-party coverage, Contractor shall bill the third-party payer for its services and shall receive no

payment from County for such services. If, at the time of the County outpatient's referral to Contractor, County does not identify any such third-party coverage, then Contractor shall bill County at the rate set forth therefore in Paragraph 5 above and Contractor shall neither bill nor receive payment from either the patient or any third party source for the service.

2) All billings hereunder shall clearly identify each County patient, the patient's County identification number, and include an itemization of all services performed.

C. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

D. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.

E. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) as follows:

A. During the period July 1, 2011 or period date of execution through June 30, 2012, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

B. During the period July 1, 2012 or period date of execution through June 30, 2013, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

C. During the period July 1, 2013 or period date of execution through June 30, 2014, the maximum obligation of County shall not exceed _____ Dollars (\$_____); and

D. During the period July 1, 2014 or period date of execution through June 30, 2015, the maximum obligation of County shall not exceed _____ Dollars (\$_____).

3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility and at Contractor's office as follows: ____ Dollars per hour (and/or per procedure – HD MACC only)

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be _____ Dollars (_____) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

D. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant. DHS Facility Staff are required to ensure the Contractor personnel receives the

appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be

reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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ADDITIONAL PROVISIONS

1. RECORDS AND AUDITS:

A. **Financial Records:** Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. **Patient Records:** Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the

evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C. Knox-Keene Health Care Services Requirements: If Contractor provides medical services hereunder at its private offices, Contractor shall further maintain all applicable books, documents, and records regarding services rendered to subscribers or enrollees of the Los Angeles County Community Health Plan for a period of five (5) years following the expiration or earlier termination of this Agreement. This obligation shall not be terminated upon expiration or termination of this Agreement.

Director shall have the right to inspect, at reasonable times upon demand during the term of this Agreement and for five (5) years thereafter, Contractor's books, records, and papers relating to: (1) the provisions of health services at Contractor's office to subscribers or enrollees of the Los Angeles County Community Health Plan, (2) the costs thereof, (3) co-payments received by Contractor from subscribers or enrollees and, (4) the financial condition of Contractor.

Contractor shall maintain such records and provide such information to the Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (California

Health and Safety Code sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

D. Federal Access to Records: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

E. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medicaid programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

F. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully

cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

G. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if

such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

H. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

3. **NONDISCRIMINATION IN SERVICES**: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a

different manner, or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement.

Contractor shall ensure that all its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

6. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of

Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and agents. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation,

identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, or brokerage or contingent fee.

12. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as

determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County

may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED

TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S
EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and

will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or

more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to

modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations

related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's

approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

36. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 37 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

38. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

FOR

PART TIME/INTERMITTENT

SPECIALTY MEDICAL SERVICES

(Medical Personnel Services – On-site)

**CONTRACT PROVISIONS
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EXHIBIT

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Contract # _____
(Medical Personnel)
(All Facilities)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2011,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including _____ (hereafter "Medical Facility"); and

WHEREAS, a large number of professional medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient medical personnel to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or

unpredictable in nature such that they do not give rise to the need for a full-time medical personnel; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty medical position at Medical Facility (applicable only to new agreements with medical personnel contractors which start on or after July 1, 2011); and

WHEREAS, Contractor is duly licensed, certified, or registered, as appropriate, under the laws of the State of California to provide the services described herein and has qualified under the Medical Facility's rules to render professional services there; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2015. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate

this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license or certification to provide the services hereunder is suspended or revoked by the State of California.

D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right to challenge or appeal such suspension or termination.

I. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" – Billing, Payment, Maximum Obligation, and Rates.

3. PRIOR AGREEMENT SUPERSEDED: Effective date of execution by Director, this Agreement shall replace and supersede Specialty Medical Services Agreement No. _____ and any and all Amendments thereto.

4. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

5. DESCRIPTION OF SERVICES: Contractor shall provide services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B".

B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

**C. No Payment for Services Provided Following Expiration/
Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and

shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages

resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow

County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses

arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

9. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

10. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its

Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in

the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident.

Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Professional Liability Insurance: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover services provided under this Agreement.

D. Workers Compensation and Employer's Liability Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility hereunder, as set forth in Exhibit "A", Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

14. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all

previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) _____

Attention: Office of the Administrator

Attention: Office of the Administrator

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

18. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

19. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

(Medical Personnel)
(All Facilities: On-Site only)

EXHIBIT A
DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor is a(n) _____, duly licensed, certified, or registered, as appropriate, in the State of California to provide the services described herein, and, if applicable, has applied for and been granted medical staff privileges at Medical Facility, _____. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under either the administrative and professional direction of Medical Director or under the direct supervision of a licensed physician at Medical Facility designated by the Medical Director (hereafter jointly referred to as "Medical Director"). Medical Facility shall retain professional and administrative responsibility for the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

A. _____ and related services at times and on dates scheduled in writing by Medical Director.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time medical personnel. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.

E. Upon prior, written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:

(1) Participating on Quality Assurance and Utilization Review

Committees;

- (2) Participating on Medical Facility's medical staff committees;
- (3) Participating in Medical Facility's licensure and the Joint Commission reviews;
- (4) Participating in Medical Facility's planning and equipment planning activities;
- (5) Developing internal policies and procedures.

F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit medical personnel employed by or under contract with the County.

G. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

H. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All medical personnel providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this

Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

C. Medical Health Screening: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

D. Bloodborne Pathogens: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

E. The Joint Commission: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by the Joint Commission and Contractor's State licensing or credentialing body.

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. PARKING SPACE: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

EXHIBIT B
BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

1. BILLING AND PAYMENT:

A. Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., therapeutic care, administrative, etc.), date and hours worked, and the applicable compensation rate.

B. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

C. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall

immediately notify Medical Facility Administrator of that fact in writing.

D. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) as follows:

A. During the period July 1, 2011 or period date of execution through June 30, 2012, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

B. During the period July 1, 2012 or period date of execution through June 30, 2013, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

C. During the period July 1, 2013 or period date of execution through June 30, 2014, the maximum obligation of County shall not exceed _____ Dollars (\$_____); and

D. During the period July 1, 2014 or period date of execution through June 30, 2015, the maximum obligation of County shall not exceed _____ Dollars (\$_____).

3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility as follows: ____ Dollars per hour (and/or per procedure – HD MACC only)

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant. DHS Facility Staff are required to ensure the Contractor personnel receives the

appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be

reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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ADDITIONAL PROVISIONS

1. RECORDS AND AUDITS:

A. **Financial Records:** Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. **Patient Records:** Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the

evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C. Knox-Keene Health Care Services Requirements: If Contractor provides medical services hereunder at its private offices, Contractor shall further maintain all applicable books, documents, and records regarding services rendered to subscribers or enrollees of the Los Angeles County Community Health Plan for a period of five (5) years following the expiration or earlier termination of this Agreement. This obligation shall not be terminated upon expiration or termination of this Agreement.

Director shall have the right to inspect, at reasonable times upon demand during the term of this Agreement and for five (5) years thereafter, Contractor's books, records, and papers relating to: (1) the provisions of health services at Contractor's office to subscribers or enrollees of the Los Angeles County Community Health Plan, (2) the costs thereof, (3) co-payments received by Contractor from subscribers or enrollees and, (4) the financial condition of Contractor.

Contractor shall maintain such records and provide such information to the Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (California

Health and Safety Code sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

D. Federal Access to Records: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

E. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medicaid programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

F. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully

cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

G. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if

such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

H. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

3. **NONDISCRIMINATION IN SERVICES:** Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a

different manner, or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement.

Contractor shall ensure that all its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

6. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of

Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and agents. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation,

identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, or brokerage or contingent fee.

12. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as

determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County

may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED

TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S
EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and

will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or

more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and

recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees

to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

36. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 37 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

38. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HEALTH SERVICES

AND

FOR

PART TIME/INTERMITTENT

SPECIALTY MEDICAL SERVICES

(Medical Personnel Services – On-site/Off-site)

**CONTRACT PROVISIONS
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EXHIBIT

A - DESCRIPTION OF SERVICES

B - BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

C - MEDICAL HEALTH SCREENING

Contract # _____
(Medical Personnel)
(On-site/Off-site)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2011,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including _____ (hereafter "Medical Facility"); and

WHEREAS, a large number of professional medical services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facilities; and

WHEREAS, County has determined that it has insufficient medical personnel to provide all of the necessary specialty medical services required for its patients; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are needed only on a part-time or intermittent basis; and

WHEREAS, in accordance with the provision of part-time or intermittent services, it is the intent of the parties that the services provided pursuant to this Agreement shall be used only to address unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or service needs that are sporadic or

unpredictable in nature such that they do not give rise to the need for a full-time medical personnel; and

WHEREAS, Contractor has been selected by the Department of Health Services in accordance with procedures established by the Board of Supervisors to fill a critically needed specialty medical position at Medical Facility (applicable only to new agreements with medical personnel contractors which start on or after July 1, 2011); and

WHEREAS, Contractor is duly licensed, certified, or registered, as appropriate, under the laws of the State of California to provide the services described herein and has qualified under the Medical Facility's rules to render professional services there; and

WHEREAS, County is authorized by California Government Code Sections 26227 and 31000, and by California Health and Safety Code Sections 1441, 1445, and 1451, and by Los Angeles County Code section 2.121.250 B (4) to contract for the part-time or intermittent medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2015. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. Notwithstanding any other provision of this Agreement, Director may find Contractor out of compliance with this Agreement and immediately terminate

this Agreement if Contractor has demonstrated a consistent failure to adhere to Medical Facility's policies, procedures, and contractual requirements, as outlined in this Agreement and in the Department of Health Services' and Medical Facility's rules, and policy manuals.

C. County may suspend or terminate this Agreement immediately if Contractor's license or certification to provide the services hereunder is suspended or revoked by the State of California.

D. County may also suspend or terminate this Agreement immediately if Contractor fails to comply with the terms of this Agreement or any directions by or on behalf of County issued thereto.

E. County may also suspend or terminate this Agreement immediately if Contractor engages in, or County has reasonable justification to believe that Contractor may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

F. County's failure to exercise any right of termination under this Paragraph shall not constitute waiver of such right and the same may be exercised at any subsequent time.

G. Director is authorized to execute any necessary or required suspension(s) or termination(s) pursuant to this Paragraph on behalf of County.

H. In conjunction with any suspension or termination of Agreement by County, Contractor understands and acknowledges that she/he shall have no right to any County administrative hearing or other County due process right to challenge or appeal such suspension or termination.

I. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon

occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed that amount identified in Exhibit "B" – Billing, Payment, Maximum Obligation, and Rates.

3. PRIOR AGREEMENT SUPERSEDED: Effective date of execution by Director, this Agreement shall replace and supersede Specialty Medical Services Agreement No. _____ and any and all Amendments thereto.

4. ADMINISTRATION: Director is authorized to administer this Agreement on behalf of County.

5. DESCRIPTION OF SERVICES: Contractor shall provide services as set forth in Exhibit "A", attached hereto and incorporated herein by reference.

6. BILLING AND PAYMENT:

A. Contractor shall bill County in accordance with the payment procedures set forth in Exhibit "B".

B. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 17, NOTICES, Subparagraph A.

**C. No Payment for Services Provided Following Expiration/
Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and

shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

7. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State and local taxes, or other compensation or benefits to any employees provided by Contractor.

C. Contractor understands and agrees that Contractor and all persons furnishing services to County on behalf of Contractor pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor shall bear the sole responsibility and liability for any and all workers' compensation benefits to Contractor and any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

8. COUNTY PROFESSIONAL LIABILITY INDEMNIFICATION:

A. County shall indemnify, defend, and save harmless Contractor, its officers, and employees (for purposes of this Paragraph hereafter collectively referred to as "Contractor") from liability, expense and claims for damages

resulting from or related to a medical incident arising out of the provision of contract services hereunder. For purposes of this Agreement, a medical incident shall mean any act or omission in the rendering of, or failure to render, medical services, or treatment to County patients by Contractor, at County's Medical Facility, in the performance of Contractor's professional obligations under this Agreement.

B. County's indemnification of Contractor hereunder shall only apply to payments of settlements, judgments, and awards to third parties, including legal defense expenses. County's indemnification of Contractor hereunder shall further only arise if Contractor's liability is to a County patient or the patient's representative, and the patient, at the time of the medical incident, was assigned to the care of Contractor. To the extent that County is obligated to provide an indemnification program hereunder, County will also provide claims administration and legal defense on behalf of Contractor.

C. Contractor shall give prompt telephonic notice (within twenty-four [24] hours) to Medical Facility's Risk Manager of any incident, action, or claim to which this indemnification applies and shall fully cooperate with County and its claims representatives, in any defense, settlement, or other disposition of such incident, action, or claim. Such telephonic notice shall be immediately followed by written notice to Medical Facility's Risk Manager. Such written notice shall include all of the information listed in County's Risk Management form. Contractor hereby acknowledges receipt of said County Risk Management form.

D. County reserves the right to investigate any incident, action, or claim. In such event, Contractor shall allow County representatives access to the medical records and reports pertaining to the services provided to any County patient involved in such incident, action, or claim. Contractor shall also allow

County representatives access to its employees and agents, if any, who provided services to the County patients involved in such incident, action, or claim.

County's agents, as designated by Director, will consult with Contractor regarding the disposition of any action or claim hereunder. However, County reserves the right to determine the final disposition of any action or claim. In the event Contractor does not agree with County's agents in any defense, settlement, or other disposition of such action or claim, Contractor may pursue defense, settlement, or other disposition of such action or claim independently and County's indemnification obligation with respect to such action or claim shall immediately terminate. In such event, County shall have no financial obligation on behalf of Contractor for liability, expenses, including legal defense fees and expenses, or payments of settlements, judgments, awards, or damages arising out of the medical incident.

E. County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor where Contractor failed to provide County with prompt telephonic and written notice of such incident, action, or claim, as specified in Subparagraph 8.C. above, or if Contractor has failed to fully and reasonably cooperate with County and its agents in the defense, settlement, or other disposition of such incident, action, or claim.

In addition, County shall have no indemnification responsibility or liability for any incident, action, or claim against Contractor by patients or their legal representatives, other than those covered specifically by this Agreement. Moreover, this indemnification shall not cover Contractor's damages or expenses

arising out of Contractor's willful or criminal misconduct, nor shall it cover the award of any punitive damages.

F. The provisions of this Paragraph shall survive the expiration or earlier termination of this Agreement for actions or claims against Contractor.

9. COUNTY GENERAL LIABILITY INDEMNIFICATION: As part of County's consideration under this Agreement, County shall indemnify, defend, and save harmless Contractor, its officers, and employees (in this Paragraph hereafter collectively referred to as "Contractor") from general liability, expense, and claims for damages of third parties resulting from or directly related to the provision of services at County's Medical Facility to County patients under this Agreement, except that this indemnification shall not extend to Contractor's willful or criminal misconduct or to any Contractor actions which result in the imposition of punitive damages.

10. CONTRACTOR INDEMNIFICATION: With the exception of the professional liability indemnification and the general liability indemnification provided by County, as stated above, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting County's indemnification of Contractor, and during the term of this Agreement, Contractor shall provide the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certification(s) or other evidence of coverage satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Division
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Pursuant to Paragraph 12, INSURANCE COVERAGE REQUIREMENTS, include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its

Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.

(5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in

the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance. If Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor also shall maintain general liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$300,000 for each accident.

Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Professional Liability Insurance: If Contractor maintains a private medical practice and admits and treats his or her private patients at Medical Facility, or if Contractor maintains a private medical practice and County patients will receive services at the Contractor's private practice location(s), then Contractor shall provide for herself/himself/itself a program of professional liability insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

If Contractor does not maintain a private medical practice and does not admit or treat private patients at County's Medical Facility, or if Contractor maintains a private medical practice, but does not treat County patients at Contractor's private practice location(s), then Contractor need not provide for herself/himself/itself a program of professional liability insurance to cover services provided under this Agreement.

D. Workers Compensation and Employer's Liability Insurance: If Contractor utilizes any of its employees or agents in the provision of any medical services at Medical Facility or Contractor's office hereunder, as set forth in Exhibit "A", Paragraph 4, then Contractor shall provide workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

13. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

14. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all

previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

15. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

16. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

17. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and may either be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the parties named. Director is authorized to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) _____

Attention: Office of the Administrator

Attention: Office of the Administrator

- (2) Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Director

- B. Notices to Contractor shall be addressed as follows:

18. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

19. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

(Medical Personnel)
(On-Site/Off-site)

EXHIBIT A
DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor is a(n) _____, duly licensed, certified, or registered, as appropriate, in the State of California to provide the services described herein, and, if applicable, has applied for and been granted medical staff privileges at Medical Facility, _____. Contractor shall at all times meet the minimum professional qualifications defined in this Agreement.

Contractor shall provide medical services to County patients at (1) Medical Facility located at _____, and (2), for the patients who may be referred by the County's Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), to Contractor at Contractor's office, located at _____.

For purposes of this Agreement, "County patients" are defined as those patients at Medical Facility who are designated as County patients by the County Medical Facility's Medical Director or his authorized designee (hereafter collectively "Medical Director"), who are inpatients or outpatients, and who are not admitted or treated by medical staff members as private patients under such Medical Facility's community hospital status.

Contractor's services shall be performed only for County patients, as defined above, and shall be under either the administrative and professional direction of Medical Director or under the direct supervision of a licensed physician at Medical Facility designated by the Medical Director (hereafter jointly referred to as "Medical Director"). Medical Facility shall retain professional and administrative responsibility for

the services provided under this Agreement. Such services may include, but are not limited to, one or more of the following:

A. _____ and related services at times and on dates scheduled in writing by Medical Director. Medical Director shall be responsible for including in Contractor's written schedule all on-site and off-site service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's written schedule.

Additionally, Medical Director shall assign Contractor only on a part-time or intermittent basis and shall utilize Contractor only to fulfill service needs that arise as a result of unanticipated, critical staffing shortages, peak workloads, unexpected emergencies, vacation coverage or a sporadic or unpredictable need that does not give rise to the need for a full-time medical personnel. Medical Director shall be responsible for including the reason for Contractor's assignment in accordance with the categories set forth herein (e.g., unanticipated, critical staffing shortage, peak workload, unexpected emergency, vacation coverage or sporadic/unpredictable need).

Medical Facility shall maintain such schedules throughout the Agreement term and for a period of five years thereafter for purposes of inspection and audit.

B. Medical consultation services to Medical Facility medical departments, other than department of primary assignment, concerning County patients, upon written request of Medical Director.

C. Surgical services and appropriate pre-operative medical services (where applicable to Contractor's medical specialty) at Medical Facility, upon written request of Medical Director.

D. Emergency medical services at Medical Facility, including weekends and holidays, upon written request of Medical Director.

E. Upon prior, written approval of Medical Director, administrative services, as requested by Medical Director, to include, but not be limited to:

- (1) Participating on Quality Assurance and Utilization Review Committees;
- (2) Participating on Medical Facility's medical staff committees;
- (3) Participating in Medical Facility's licensure and the Joint Commission reviews;
- (4) Participating in Medical Facility's planning and equipment planning activities;
- (5) Developing internal policies and procedures.

F. With prior written approval of Medical Director, continuing medical education ("CME") activities that are directly related to patient care at Medical Facility and that are not related to the provision of academic services. The primary purpose of approved CME activities shall be to benefit medical personnel employed by or under contract with the County.

G. Such other medical services at Medical Facility as may be requested by Medical Director in writing, consistent with the terms and conditions of the Agreement.

H. In no event shall Contractor be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all on-site and off-site service hours.

2. CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All medical personnel providing services at Medical Facility must be appropriately licensed, credentialed, or certified, as appropriate to his or her scope of practice by the State of California.

Prior to the effective date of this Agreement, Contractor shall provide Medical Director with a copy of all current licenses, credentials, or certifications required by law for the provision of services hereunder.

B. Credentialing Requirements: Contractor must meet the credentialing criteria set forth by Medical Facility prior to providing services under this Agreement. Among other things, Medical Director shall verify the current status of Contractor's licenses, credentials, certifications, and claims history. Medical Director shall also query the National Data Bank and the State Medical Board about Contractor's background. Medical Director shall discontinue Contractor's services immediately if Contractor either does not meet Medical Facility's credentialing criteria, or Contractor's licenses, credentials, or certifications are not current, or both.

In the event Medical Facility inadvertently utilizes Contractor's services absent the appropriate licenses, credentials, or certifications, Medical Facility shall have no obligation to pay Contractor for services to patients hereunder.

C. Medical Health Screening: Contractor shall provide documentation that he/she has undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

D. Bloodborne Pathogens: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to

providing services under this Agreement. Medical Director shall be responsible for providing or directing Contractor to the appropriate material prior to Contractor signing this statement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

E. The Joint Commission: Throughout the term of this Agreement, Contractor shall be in conformance with the applicable continuing education requirements established by the Joint Commission and Contractor's State licensing or credentialing body.

3. STANDARDS OF CARE:

A. All specialty medical services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession of which he or she is a member and shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of Medical Facility, and of its professional staff association.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal governments, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community.

Contractor agrees to adhere to the standards thereby established and to fully cooperate in any review of patient care by County's Quality Assessment and Improvement Committee representatives at Medical Facility.

4. USE OF EMPLOYEES AND AGENTS: Contractor shall not utilize any of its employees or agents in the provision of any medical services at Medical Facility or Contractor's office hereunder without obtaining the prior written approval of Medical Director and without otherwise satisfying all other delegation and subcontracting requirements of Agreement. No such employee or agent shall provide services on County premises or at Contractor's office unless he or she has satisfied all requirements of DHS' current Health Screening Policy contained in Exhibit "C".

In any event, Contractor shall immediately remove any Contractor employee or agent from the provision of such services at Medical Facility or Contractor's office upon receipt of oral or written notice from Medical Director that the actions of such employee or agent may adversely affect the delivery of health care services.

Regardless of Contractor's use of any employee or agent hereunder, County shall only be obligated to pay for Contractor's personal services hereunder.

5. PARKING SPACE: When providing services hereunder at Medical Facility, parking for Contractor's vehicle will be made available by Medical Director to Contractor.

EXHIBIT B
BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES

1. BILLING AND PAYMENT:

A. For the on-site medical services provided at Medical Facility, Contractor shall bill County monthly or semi-monthly, in arrears, in accordance with the terms, conditions and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, at County's sole discretion reject the invoice for payment and such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., therapeutic care, administrative, etc.), date and hours worked, and the applicable compensation rate.

B. For the medical services provided in Contractor's office to those County patients referred by Medical Director, Contractor shall bill in accordance with the following procedures:

- 1) At the time each County outpatient is referred to Contractor's office for medical services, Director shall identify the third-party coverage (i.e., medical or private insurance), if any, of the particular County outpatient. For all those County outpatients with such third-party coverage, Contractor shall bill the third-party payer for its services and shall receive no

payment from County for such services. If, at the time of the County outpatient's referral to Contractor, County does not identify any such third-party coverage, then Contractor shall bill County at the rate set forth therefore in Paragraph 5 above and Contractor shall neither bill nor receive payment from either the patient or any third party source for the service.

2) All billings hereunder shall clearly identify each County patient, the patient's County identification number, and include an itemization of all services performed.

C. Billings shall be made in duplicate and forwarded promptly to the Medical Facility and to the attention of the Expenditure Management Division. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

D. Contractor shall not bill any County patient or third-party for services provided under this Agreement; nor shall Contractor accept or receive any cash payment or other compensation from or on behalf of any such patient or third party for such services. Should any such payment be received, Contractor shall immediately notify Medical Facility Administrator of that fact in writing.

E. Contractor shall fully cooperate with Medical Facility staff, and the staff of the County's Treasurer-Tax Collector or any County billing and collection contractor, in billing third-party payers and patients for care provided by Contractor hereunder.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) as follows:

A. During the period July 1, 2011 or period date of execution through June 30, 2012, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

B. During the period July 1, 2012 or period date of execution through June 30, 2013, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

C. During the period July 1, 2013 or period date of execution through June 30, 2014, the maximum obligation of County shall not exceed _____ Dollars (\$_____); and

D. During the period July 1, 2014 or period date of execution through June 30, 2015, the maximum obligation of County shall not exceed _____ Dollars (\$_____).

3. HOURLY RATE(S):

A. County shall compensate Contractor for his or her professional services performed at Medical Facility and at Contractor's office as follows: ____ Dollars per hour (and/or per procedure – HD MACC only)

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

D. Contractor agrees that should it perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant. DHS Facility Staff are required to ensure the Contractor personnel receives the

appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be

reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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ADDITIONAL PROVISIONS

1. RECORDS AND AUDITS:

A. **Financial Records:** Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, including, but not limited to, its cost of providing such services and all charges billed to County.

All financial records of Contractor pertaining to this Agreement shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. **Patient Records:** Contractor shall prepare all appropriate medical records for County patients receiving services hereunder. If a County patient receives services from Contractor at Contractor's private office (a possibility for High Desert Hospital patients only), then Contractor shall also maintain such records on any such patient. Such records shall include, but are not limited to, progress notes and records of services provided in sufficient detail to permit the

evaluation of services rendered pursuant to this Agreement. All patient records for patients seen in Contractor's office shall be retained by Contractor for a period of five (5) years following the expiration or earlier termination of this Agreement, unless otherwise required under State law. During such five (5) year period, as well as during the term of this Agreement, all such records shall be retained by Contractor at a location in Los Angeles County and shall be made available upon ten (10) working days prior written notice to authorized representatives of County designated by Director or by County's Auditor-Controller, or both, for purposes of inspection and audit.

C. Knox-Keene Health Care Services Requirements: If Contractor provides medical services hereunder at its private offices, Contractor shall further maintain all applicable books, documents, and records regarding services rendered to subscribers or enrollees of the Los Angeles County Community Health Plan for a period of five (5) years following the expiration or earlier termination of this Agreement. This obligation shall not be terminated upon expiration or termination of this Agreement.

Director shall have the right to inspect, at reasonable times upon demand during the term of this Agreement and for five (5) years thereafter, Contractor's books, records, and papers relating to: (1) the provisions of health services at Contractor's office to subscribers or enrollees of the Los Angeles County Community Health Plan, (2) the costs thereof, (3) co-payments received by Contractor from subscribers or enrollees and, (4) the financial condition of Contractor.

Contractor shall maintain such records and provide such information to the Commissioner of Corporations as may be necessary for compliance with the provisions of the Knox-Keene Health Care Service Plan Act of 1975 (California

Health and Safety Code sections 1340, et seq.) and all rules and regulations adopted pursuant thereto.

D. Federal Access to Records: If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

E. Audit Report: In the event that an audit is conducted of Contractor by a Federal or State auditor (including audits conducted by the Medicare and Medicaid programs, or both), Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) calendar days of receipt thereof, unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

F. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully

cooperate with County's representatives. Contractor shall allow County representatives access to all financial reports, medical records, and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any resultant written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

G. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if

such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

H. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands,

damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

3. **NONDISCRIMINATION IN SERVICES**: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a

different manner, or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Paragraph, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

G. The parties understand and agree that the liquidated damages payable pursuant to Subparagraph 4.F. above are meant to compensate County for the costs of each investigation of violation(s) of the anti-discrimination provisions of this Paragraph, and therefore, the parties agree that the basis for assessing liquidated damages for purposes of Subparagraph 4.F. above shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

5. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law for the operation of its medical practice and for the provision of services pursuant to this Agreement.

Contractor shall ensure that all its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder. Such licenses, permits, registrations, and certificates shall be made available to Director upon request.

6. RULES AND REGULATIONS: During the time the Contractor, its officers, employees, or agents are at Medical Facility, Contractor and such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of

Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its officers, employees, or agents from the provision of services hereunder upon receipt of written notice from Director that (a) such officer(s), employee(s), or agent(s) has (have) violated such rules and regulations, or (b) such officer's, employee's, or agent's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use its best efforts to ensure that no employee or physician, including Contractor, will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING DISASTER OR CIVIL UNREST: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of riot, insurrection, or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at Medical Facility and, if requested to do so by Director, shall also provide services at County-operated shelters and relief facilities, during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees, and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, and agents. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation,

identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, or brokerage or contingent fee.

12. ASSIGNMENT AND DELEGATION:

A. The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as

determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 14 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Each County lobbyist as defined in Los Angeles County Code section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Director determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the County Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If

improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act [42 USC Section 653 (a)] and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County

may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it or any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of its employees, agents, or staff members barring it or the employee(s), agent(s), or member(s) from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED

TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S
EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a re-employment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

28. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's DPSS GAIN or GROW program(s), who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations (i.e., facilities) where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and

will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or

more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and

recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees

to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

33. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

36. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

37. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 37 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

38. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.



**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
AND**

**FOR
PART TIME/INTERMITTENT
SPECIALTY MEDICAL SERVICES AGREEMENT
(HOSPITALIST SERVICES)**

**CONTRACT PROVISIONS
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Contract No. _____
(Hospitalist Services)

PART TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day
of _____, 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, pursuant to California Health and Safety Code, Sections 1441 and 1445, County has established and operates, through its Department of Health Services, various County hospitals, comprehensive health centers and health centers, including _____ (hereafter "Medical Facility"); and

WHEREAS, a large number of specialty physician services must be available to meet the needs of sick or injured County patients requiring treatment at Medical Facility; and

WHEREAS, County has determined that it has insufficient specialty physician staff to provide all of the necessary specialty services required for its patients at Medical Facility; and

WHEREAS, County has further determined that the specialty medical services to be provided hereunder are part-time and intermittent in nature; and,

WHEREAS, Contractor is a provider of temporary physicians (hereafter "hospitalists") and is able either to provide directly, or to arrange for the provision of,

physician coverage at Medical Facility by hospitalists, all of whom are duly licensed and certified under the laws of the State of California to engage in the practice of medicine; and

WHEREAS, Contractor's hospitalists are skilled in various medical specialties and have applied for (or will apply for) and been granted (or will be granted prior to the provision of service hereunder) consultant medical staff membership in Medical Facility's Professional Staff Association ("PSA") and clinical privileges in accordance with such PSA's bylaws; and

WHEREAS, County is authorized by California Government Code sections 26227 and 31000, and by California Health and Safety Code sections 1441, 1445, and 1451 to contract for the medical services described hereunder.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM AND TERMINATION:

A. The term of this Agreement shall commence on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including June 30, 2015. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.

B. County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its

hospitalists, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

C. County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its hospitalists, engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's hospitalists, may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

D. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

E. Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

F. The Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

2. ADMINISTRATION: The Director shall administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. The general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligation to perform its professional services according

to customary quality of care standards in the community and under this Agreement.

Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Administrator", as used in this Agreement, means Director's Medical Facility Administrator or his/her duly authorized designee.

Contractor extends to Director, Administrator, and to authorized representatives of the State and The Joint Commission the right at all reasonable times to review and monitor Contractor's personnel and services, including on-site visits to Contractor's office(s) to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

3. DESCRIPTION OF SERVICES: Contractor shall, upon the written request of Director or Administrator, arrange for the provision of the specialty medical services described in Exhibit "A", attached hereto and incorporated herein by reference.

4. BILLING AND PAYMENT:

A. All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions, and rates set forth in Exhibit "B", attached hereto and incorporated herein by reference.

B. Contractor, including its principals and hospitalists, shall not bill any patient or any payor for services rendered pursuant to this Agreement and shall consider payment by County to be payment in full for such services. Contractor

shall assure that its principals and hospitalists take all steps necessary to assign to County their rights to payment by any patient or third party payor, including Medicare and Medi-Cal.

C. Medical Facility is required to maintain patient and other records for physicians providing services at the Medical Facility, including those for Contractor and Contractor's hospitalists. Such records may include, but are not limited to: Physician Time Allocation Survey, Professional Services Assignment Agreement, and a Medicare Penalty Statement. Contractor shall fully cooperate with Medical Facility in completing such records whenever requested by Administrator to do so.

D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Paragraph 16, NOTICES, Subparagraph A.

E. **No Payment for Services Provided Following Expiration/
Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute

a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. NONEXCLUSIVITY: Contractor acknowledges that it is not necessarily the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, agreements with other providers of said services for the provision to County thereof. County promises, however, to use its best efforts to utilize Contractor for some services during the Agreement term. Contractor agrees to provide County during the term of this Agreement with the services in Exhibit "A", as County may require of Contractor from time to time.

6. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor or as between County and Contractor provided hospitalists. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and hospitalists all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's hospitalists, as appropriate, shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said hospitalists pursuant to this Agreement.

D. Contractor shall inform all of its hospitalists who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

7. SUBCONTRACTING: Contractor will not subcontract the provision of services under this Agreement.

8. INDEMNIFICATION: County shall indemnify, defend and hold harmless Contractor and its officers and employees from and against any and all losses, claims, damages, liabilities and expenses, of every conceivable kind, character, and nature arising out of or connected with, either directly or indirectly, any act or omission or alleged act or omission in the rendering of, or failure to render, health care services or treatment by Contractor and its officers and employees, at Medical Facility in the performance of Services under this Agreement.

Contractor shall give prompt notice to County of any action or claim to which this indemnification applies and Contractor and its officers and employees receiving such indemnification from County shall fully cooperate with County in any defense, settlement or other disposition of such claim or action. County shall retain full authority to settle such claims for such amounts and in such circumstances as County determines to be in the best interests of County.

9. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence satisfactory to County shall be delivered to the following parties and locations prior to commencing services under this Agreement:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contract Administration & Monitoring

And

County of Los Angeles

Department of Health Services

Centralized Contract Monitoring Division

5555 Ferguson Drive, Suite 210

Commerce, CA 90022

Such certificates or other evidence shall:

- (1) Specifically identify this Agreement by its assigned Contract number.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to,

expense or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County that would be allowable as damages under California law, Contractor shall pay full compensation for all costs incurred by County.

10. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on Insurance Services Office [ISO] policy form "CG 00 01" or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form "CA 00 01" or its equivalent) with a limit of liability of not less than \$1 Million for each

accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employer's Liability Insurance, providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
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Disease - Policy Limit:	\$1 Million
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Disease - Each Employee:	\$1 Million
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D. Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees, with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

11. COUNTY EMPLOYMENT RESTRICTIONS: Pursuant to Los Angeles County Code section 2.180.010, County may not contract with a current County employee or any person who is within twelve (12) months of separating from the County as a County employee unless the County's Board of Supervisors makes a finding of special circumstances that permits a contractual relationship. In acknowledgement of this restriction, and by executing this Agreement, Contractor certifies that Contractor

neither is a current County employee nor is Contractor within twelve (12) months of separating from County employment. In the event that Contractor contemplates employment with the County, or is offered such employment, during the term of this Agreement, Contractor shall immediately notify County in writing. Failure of Contractor to notify County in accordance with the requirements of this Paragraph shall be a material breach of this Agreement upon which County immediately may terminate this Agreement. Notwithstanding the foregoing, in the event that Contractor becomes a County employee during the term of this Agreement, this Agreement shall terminate immediately upon the occurrence of Contractor's employment with the County. The requirements of this Paragraph shall not apply if Contractor was a resident or fellow under employment with the County and has separated from such status with the County prior to the execution of this Agreement.

12. ENTIRE AGREEMENT: The body of this Agreement including ADDITIONAL PROVISIONS, Exhibits A, B, and C shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

13. CONFLICT OF TERMS: To the extent any conflict exists between the language of the body of this Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C attached hereto, then the language in the body of the Agreement, ADDITIONAL PROVISIONS, Exhibits A, B, and C, in the that order, shall govern and prevail.

14. ALTERATION OF TERMS: The body of this Agreement, together with the ADDITIONAL PROVISIONS, Exhibits A, B, and C, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

15. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

16. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other.

A. Notices to County shall be addressed as follows:

1. _____

Attention: Office of the Administrator

Attention: Office of the Administrator

2. Department of Health Services
Contracts and Grants Division
313 North Figueroa Street, Sixth Floor-East
Los Angeles, California 90012

Attention: Division Director

B. Notices to Contractor shall be addressed as follows:

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____

Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____

Signature

Printed Name

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

(Hospitalist Services)

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Contractor shall arrange for the provision of specialty medical services at Medical Facility by its hospitalists, each of whom is duly licensed to practice medicine in the State of California, Board certified or Board eligible as defined in Paragraph 3. B. hereinbelow in his or her particular specialty, and is or will become a consultant member of the medical staff (with clinical privileges) of the professional staff association at the Medical Facility requiring such services. (Any Contractor-referred hospitalist who is a consultant member of a professional staff association of any County hospital and who has clinical privileges there shall be deemed qualified to provide specialty medical services at any County comprehensive health center ["CHC"] or health center requiring his or her services, unless the CHC or health center has its own credentialing process. If it does, Contractor's hospitalists must qualify to provide services there under that Facility's credentialing process.)

"Hourly on-call" service coverage which consists of off-site availability by page or telephone, according to a predetermined hourly schedule in writing established by the Medical Director. The Medical Director shall give written notice to Contractor's hospitalists of an "hourly on-call" schedule at least twenty-four (24) hours prior to the commencement of such schedule. Contractor's hospitalists shall respond to such page

or telephone call within five (5) minutes and ensure arrival at the Medical Facility within thirty (30) minutes of the acknowledged request from the Medical Director. If called in, the rate changes to the hourly rate for on-site services upon arrival at the Facility and are computed accordingly (i.e., the total charges would be a combination of hourly on-call and on-site hourly rates). Contractor shall not be compensated if Contractor's hospitalists fail to respond or does not arrive within the time limits.

In no event shall Contractor's hospitalists be permitted to work more than 1,767 hours annually in the discharge of all service obligations set forth in this Paragraph 1. The 1,767 annual hour limit shall include all combined service hours provided by Contractor's hospitalists. The 1,767 annual hour limit shall include all on-site service hours work as well as all on-call service hours provided by Contractor's hospitalists combined.

Contractor shall assure that its hospitalists who agree to provide services through Contractor hereunder shall at all times meet the minimum professional qualifications for their specialty, as defined by the requesting Medical Facility.

Specialty medical services shall be performed only for County patients and shall be under the direction of the Medical Facility's Medical Director. Requests for physician assignment shall be in writing and authorized by Administrator. Only physicians meeting the County's criteria outlined hereunder and who are acceptable to Medical Facility's Administrator may be assigned to the Medical Facility.

Medical Facility's Medical Director shall be responsible for including in Contractor's hospitalists written schedule all on-site and on-call service hours and further shall be responsible for distinguishing between the two types of service hours on Contractor's hospitalists written schedule.

2. CONTRACTOR RESPONSIBILITIES:

A. Recruitment:

(1) Following execution of this Agreement, Medical Facility's Administrator shall provide Contractor with detailed specifications regarding the physician specialty(ies) which Medical Facility may occasionally require, the number of physicians required, and any other conditions.

(2) Contractor shall screen and validate each physician's experience and suitability to determine and assure that each such physician meets the professional qualifications requested by Medical Facility. Contractor shall also query the National Data Bank and State Medical Board on each physician candidate, prior to providing services hereunder, and report to Medical Facility's Administrator all adverse reports related to medical malpractice and disciplinary action involving that physician.

(3) Contractor shall provide Medical Facility with a Curriculum Vitae for each physician seeking to provide services under this Agreement upon reasonable request. When feasible, Contractor shall make such

physician(s) available for personal interview(s) by Medical Facility's staff designated by the Administrator.

B. Term of Hospitalist's Assignment: Contractor's hospitalist(s) providing services hereunder may not be assigned for a term which extends beyond the expiration date of this Agreement. At all times, the actual time(s) and date(s) of an assignment of a Contractor hospitalist to Medical Facility, shall be controlled by Administrator who shall memorialize all such assignments in writing.

C. Infection Control: If any of Contractor's hospitalists is diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to the Infection Control Department at each Medical Facility where the hospitalist is on staff within twenty-four (24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with any Contractor hospitalist during the usual incubation period for such infectious disease, the Medical Facility treating the patient shall report such occurrence to Contractor if the law so permits.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

D. Medical Health Screening: Contractor shall provide documentation that hospitalist have undergone and successfully passed a physical health examination consistent with current DHS policy attached hereto as Exhibit "C" – Medical Health Screening.

E. Department of Health Services ("DHS") Risk Management Information Handbook: Contractor's hospitalists referred to County Facilities hereunder must read and sign a statement that she/he has read the DHS Risk Management Information Handbook regarding DHS' malpractice policies and medical protocols prior to providing services under this Agreement.

3. HOSPITALIST'S PROFESSIONAL QUALIFICATIONS:

A. Licenses: All hospitalists providing services at County Facilities must be appropriately licensed by the State of. Contractor shall verify that each hospitalist providing services hereunder has a current license, and any other licenses and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

All hospitalist providing services hereunder shall provide Medical Facility Administrator with a copy of all current licenses, credentials, and certifications, as appropriate, at the time such hospitalist is first assigned to said County Facility.

All hospitalists providing services hereunder must meet the credentialing criteria set forth in the Medical Facility's Professional Staff Association ("PSA") bylaws or other credentialing process prior to providing services under this Agreement. Each Medical Facility Administrator shall verify the current status of each hospitalist's license, medical clearance(s), credentials, and certifications, as appropriate, when such hospitalist is first assigned to such Medical Facility. Medical Facility shall refuse utilization of any hospitalist who does not meet Medical Facility's PSA credentialing criteria and/or whose license, credentials, and certifications, as appropriate, are not current.

In the event Medical Facility inadvertently utilizes the services of a hospitalist who lacks the appropriate licenses, credentials, and certificates, as appropriate, Medical Facility shall not pay for any time worked by that hospitalist.

Failure to maintain one hundred percent (100%) compliance with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

B. Board Certification: During the term of this Agreement, Contractor's hospitalists shall continuously have and maintain board certification or board eligibility in her/his specialty(ies) for which he or she has contracted to provide hereunder. For purposes of this Agreement, "Board eligibility" shall mean a physician has completed his/her residency or fellowship within the past 18

months in his/her area of specialty, and shall be Board certified within three (3) years from the time he/she has completed his/her residency or fellowship.

C. Bloodborne Pathogens Training: All hospitalists providing services hereunder must read and sign a statement that she/he has read the Occupational Safety and Health Administration's ("OSHA's") most current Bloodborne Pathogens information publications prior to providing services under this Agreement.

D. Cardio-Pulmonary Resuscitation Certification: All hospitalists providing services hereunder must be currently certified in cardio-pulmonary resuscitation ("CPR") from either the American Heart Association, the American Red Cross, or other County approved program and must carry their current, original (not a copy) CPR card at all times.

E. The Joint Commission: All hospitalists providing services hereunder shall be in conformance with the continuing education requirements established by The Joint Commission or the State Medical Board or both.

4. PERSONNEL:

A. Medical Facility's Administrator may discipline or terminate any hospitalist, for any appropriate reason, in its sole discretion, during the period of such hospitalist's assignment to Medical Facility. Contractor agrees to accept and abide by any decision of Medical Facility.

Contractor may discipline or terminate any hospitalist, without cause, in its sole discretion, during the period of hospitalist's assignment to Medical Facility. County agrees to accept and abide by any decision of Contractor.

In termination cases, Contractor may bill Medical Facility for the actual hours worked by said individual prior to his/her removal.

B. Director shall advise Contractor of verbal or written disciplinary or termination action regarding hospitalist(s) within a reasonable period of time after issuance. The intent of the parties is to communicate in good faith regarding problems involving Contractor-referred hospitalists.

C. Any Medical Facility may refuse assignment of a hospitalist who has previously been requested to be removed from the provision of services by any other County Medical Facility.

D. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor's hospitalists who experience an industrial accident (e.g., needle stick) while working at County Facility. In the event one of Contractor's hospitalists receives a needle stick, such hospitalist may seek immediate medical care at the assigned Medical Facility at Contractor's expense. Follow-up for hospitalists exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control and Prevention and State guidelines and is the responsibility of Contractor and the individual hospitalist.

5. STANDARDS OF CARE:

A. All services provided hereunder shall be performed in accordance with all applicable and accepted professional and ethical standards of the medical profession and that such services shall be in compliance with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives, as well as with all applicable regulations, policies, procedures, rules, and directives of the respective Medical Facilities, and of the PSAs of Medical Facilities where Contractor's referred hospitalists have PSA membership.

B. County has established a Quality Assessment and Improvement Committee, composed of County employees appointed by Director to review the services contemplated by this Agreement and to assure a standard of care by Contractor and others which is consistent with the laws of the State and Federal government, with County's Quality Assessment and Improvement standards, and with the prevailing standards of medical practice in the community. Contractor agrees to adhere to the standards thereby established and to permit review by County's Quality Assessment and Improvement Committee representatives.

6. PARKING SPACE: When providing services at a Medical Facility hereunder, Contractor's hospitalist shall be furnished by Administrator with an assigned parking area at the Medical Facility, if available.

EXHIBIT B

BILLING, PAYMENT, MAXIMUM OBLIGATION AND RATES

1. BILLING AND PAYMENT: Contractor shall bill County monthly or semi-monthly in arrears, in accordance with the terms, conditions, and rates set forth below. Contractor shall submit monthly or semi-monthly invoices within 30 days from the last day of the month within which the work is performed. If Contractor does not submit an invoice within 30 days from the last day of the month within which the work is performed, County may, provide Contractor with notice of its intent to reject the invoice and require that a complete invoice be submitted within 45 days of receipt of the notice. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services (procedures) provided, whether such services were provided on-site or on-call, name of the hospitalist who provided services, date, and hours worked, the authorized rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate Medical Facility to the attention of the Expenditure Management Division within 30 days from the last day of the month within which the work is performed. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by the Medical Facility, will be returned to Contractor for correction before payment is made.

2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) as follows:

A. During the period July 1, 2011 or period date of execution through June 30, 2012, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

B. During the period July 1, 2012 or period date of execution through June 30, 2013, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

C. During the period July 1, 2013 or period date of execution through June 30, 2014, the maximum obligation of County shall not exceed _____ Dollars (\$_____); and

D. During the period July 1, 2014 or period date of execution through June 30, 2015, the maximum obligation of County shall not exceed _____ Dollars (\$_____).

3. HOURLY RATES: County shall compensate Contractor for each hospitalist providing services hereunder in accordance with the schedule of rate(s) listed below.

A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows: _____ Dollars per hour (and/or per procedure – HD MACC only)

County shall compensate Contractor for each hospitalist for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be _____ Dollars (_____) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

B. In the event this Agreement is suspended, canceled, or terminated, County's payment obligation above shall cease as of the date of such suspension, cancellation, or termination.

C. Contractor shall pay the wages of his or her employees or agents who may render services hereunder as well as be responsible for all employment obligations and benefits for each employee, including, but not limited to, Federal and State withholding taxes, Social Security taxes, Unemployment Insurance and Disability payments.

D. Contractor agrees that should Contractor's hospitalists perform services not requested and specified in Exhibit "A" and/or exceeds the MAXIMUM OBLIGATION OF

COUNTY, such services shall be deemed to be a gratuitous effort on the part of Contractor and Contractor shall have no claim against County for such services.

EXHIBIT C

MEDICAL HEALTH SCREENING

All potential Contractor personnel shall complete to the satisfaction of County a medical health screening to determine if the person meets the medical criteria and immunizations standards established for the prospective job classification/assignment at the Contractor's expense before commencing services. The Contractor shall use the DHS Forms and medical health screening methodology provided in the Contractor package.

The medical health screening shall be performed by a physician or other licensed healthcare professional (PLHCP) authorized to perform such a physical screening, with such cost at the expense of the Contractor. If the Contractor chooses to have the DHS Employee Health Services (EHS) perform such assessments and screening, the Contractor will be billed for the services regardless if the Contractor's staff passes or fails the screening. Contractor personnel shall present a letter on Contractor letterhead authorizing personnel to obtain the screening from DHS' EHS. DHS EHS will bill the Contractor for the cost and/or deduct the amount from funds owed.

Contractor personnel shall provide DHS EHS with documentation of health screenings and evidence of the absence of communicable diseases using the County's "Health Clearance Certification, E2" form. The Certification form must be completed by the prospective Contractor personnel and their health care provider, then by the Contractor attesting verification of completion of DHS forms.

The Contractor must provide DHS EHS with the source documents for review within four (4) hours of a request. Source documents pertaining to the pre-employment health evaluation, Tuberculosis, Respiratory Fit Testing, and other immunizations will be maintained by the contractor. Failure to provide appropriate source documentation of health screenings/clearance will result in immediate termination of assignment and placement of Contractor's personnel in a "Do Not Send" status until compliant.

DHS Facility Staff are required to ensure the Contractor personnel receives the appropriate documents; has submitted them to the facility EHS and has obtained health clearance prior to beginning the work assignment.

No person will be allowed to work at anytime inside a DHS medical facility without appropriate documentation of health screening. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be obtained and on file. Lack of immunity to certain diseases will restrict assignment locations within the hospital.

All Contractor personnel who have potential exposure to respiratory hazards and/or aerosol transmissible disease shall provide appropriate documentation of a respiratory fit test on the same make, model, style, and size of respirator that will be used in facility. If indicated, this requirement is mandatory annually.

Per County policy, Contractor personnel are required to comply with annual health screening. Unless provided for per contract, Contractor personnel shall have their PLHCP conduct the assessment in accordance with County policy and procedures. This documentation is the "Health Clearance Certification, E2". The workforce member will be provided with the necessary documentation for completion and submission to their PLHCP. The PLHCP will complete the documents and submit them to the Contractor, as appropriate, with the completed certification form.

Contractor personnel may be given a 30-day reminder to comply with annual health screening requirements. Contractor personnel who do not comply with annual or other health screening requirements will be given a letter indicating they have five (5) days to comply or face termination of assignment. A copy of the "letter" will be provided to the Contractor personnel's supervisor for action. Failure to provide documentation of health screening/clearance will result in immediate termination of assignment and placement in a "Do Not Send" status until compliant.

Emergency services will be provided post-exposure to Contractor personnel who have potential exposure to occupational hazards within the allowable time frames, but

will be billed to the Contractor, as appropriate. Contractor personnel who are exposed to occupational hazard or incur injury while performing their duties for the County will be reported on the OSHA Log 300/301, as required by state and federal regulation and guidelines.

In the event of an occupational needle stick injury or other exposure to Contractor personnel to blood and body fluids or airborne contaminants will be provided by the DHS EHS, but will be billed to the Contractor, as appropriate. Contractor personnel may go to the facility DHS EHS or the designated department for initial care within the allowable treatment time frames. Cost of initial treatment will be billed to the Contractor, as appropriate. Subsequent follow-up treatment will be conducted through the appropriate agency's medical provider or the employee's personal physician. If Contractor chooses to have the DHS EHS provide subsequent follow-up care, the Contractor will be billed accordingly.

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1. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's referred physicians. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County.

All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Southern California and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Health Services for purposes of inspection and audit.

B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make

available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

C. Audit Reports: In the event that an audit is conducted of Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required

under, this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photo-copier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

2. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, related to third party claims, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 2. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which person must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or physical or mental handicap.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in

compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County

reserves the right to determine independently that the anti-discrimination provisions of this Paragraph have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall or constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

5. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and certifications shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physicians and independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

6. RULES AND REGULATIONS: During the time the Contractor's personnel are at Medical Facility, such persons shall be subject to the rules and regulations of Medical Facility. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director that (i) such person has violated such rules and regulations, or (ii) such person's actions, while on County premises, may harm County patients. Director shall provide Contractor with a written statement of the facts supporting any such violation or action.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his/her physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection, civil unrest. Notwithstanding any other provision of this Agreement, Contractor and Contractor's physician(s) shall continue to provide services at County Facilities and, if requested to do so by Director, shall also provide services at

County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, physicians, employees and agents providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, physicians, employees and agents. Contractor agrees that if a patient requests assistance in obtaining the services of an attorney, Contractor, its officers, physicians, employees and agents will refer the patient to the attorney referral service of those bar associations within Los Angeles County that have such a service.

10. CONFLICT OF INTEREST: No County officer or employee whose position in County enables him/her to influence the award or the administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict or interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and complete description of all relevant circumstances.

11. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

12. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures. County shall have the right to participate in any such defense at its sole cost and expense. Contractor shall not have the right to enter into any settlement, agree

to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

14. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

15. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees, and agents from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's physicians or employees for which County may be found jointly or solely liable.

16. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees and physicians performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be

hereafter amended. Contractor shall retain such documentation for all covered personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

17. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

18. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbyist firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

19. SEVERABILITY: If any provision of this Agreement, including any provision in an exhibit, or the application thereof to any person or circumstance is held invalid, the

remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

20. TERMINATION FOR IMPROPER CONSIDERATION AND DEFAULT:

A. Termination for Improper Consideration: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

B. Termination for Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to satisfactorily perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may seem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

21. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

22. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code

Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:
Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the TERM AND TERMINATION Paragraph of this Agreement, and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

24. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

25. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

26. INTERPRETATION: This Agreement shall be interpreted in accordance with the laws of the State of California.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS: Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall promptly notify County in writing, during the term of this agreement, should it or any of its subcontractors or any principals providing services under this Agreement be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

28. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES: Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents, physicians, or independent contractors, shall not hire, recruit, attempt to recruit, or cause to be recruited, any

County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, physicians, or independent contractors are at a County Medical Facility.

Any such attempt at hiring or recruitment of any County employee by Contractor, its employees, officers, agents, physicians, or independent contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to

modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor

Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented.

This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

31. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the

establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA law and implementing regulations related to transactions and code set, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

32. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service

Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fee received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has an Agreement with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-

time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definitions of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term,

and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Contractor and its subcontractors, if applicable, may demonstrate their exemption, or compliance, with the above subject Jury Service Program by completing a "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" which should be obtained from, and returned to, Director within ten (10) calendar days before the effective date of this Agreement.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's sub-contractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at

www.babysafela.org for printing and review purposes. Further, Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

34. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

35. BUDGET REDUCTIONS: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the

Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

36. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

C. Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000 or both.

37. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through an Agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with Los Angeles Code Chapter 2.206.

38. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in sub-paragraph 38 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

EXHIBIT VI

Contract No. _____
(Physician Services)
(on-site/off-site)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

AMENDMENT NO.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT",
dated _____, and further identified as County Agreement No. _____,
and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on the date of its execution by
County's Director of the Department of Health Services, or his or her authorized
designee, with such date reflected on the top of page 1 of Amendment.

2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph
A, shall be deleted in its entirety and replaced with the following language:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including _____. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”

3. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, shall be amended as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) as follows:

A. During the period July 1, 2011 or period date of execution through June 30, 2012, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

B. During the period July 1, 2012 or period date of execution through June 30, 2013, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

C. During the period July 1, 2013 or period date of execution through June 30, 2014, the maximum obligation of County shall not exceed _____ Dollars (\$_____); and

D. During the period July 1, 2014 or period date of execution through June 30, 2015, the maximum obligation of County shall not exceed _____ Dollars (\$_____)."

4. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, shall be deleted in its entirety and replaced with the following language:

" A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility (and/or at Contractor's office) as follows: ____ Dollars per hour (and/or per procedure – HD MACC only)

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be _____ Dollars (_____) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT VII

Contract No. _____
(Physician Services)
(name change)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

AMENDMENT NO.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT",
dated _____, and further identified as County Agreement No. _____,
and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, the parties wish to amend Agreement to change
_____'s name to _____; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective _____.
2. Wherever referred to in Agreement, _____ shall hereafter be
known as _____.

EXHIBIT VII

3. Except for the changes set forth hereinabove, all terms and conditions of the Agreement shall remain the same.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT VIII

Contract No. _____
(Medical Personnel)
(on-site/off-site)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

AMENDMENT NO.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT", dated _____, and further identified as County Agreement No. _____, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on the date of its execution by County's Director of the Department of Health Services, or his or her authorized designee, with such date reflected on the top of page 1 of Amendment.

2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph A, shall be deleted in its entirety and replaced with the following language:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including _____. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”

3. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, shall be amended as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) as follows:

A. During the period July 1, 2011 or period date of execution through June 30, 2012, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

B. During the period July 1, 2012 or period date of execution through June 30, 2013, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

C. During the period July 1, 2013 or period date of execution through June 30, 2014, the maximum obligation of County shall not exceed _____ Dollars (\$_____); and

D. During the period July 1, 2014 or period date of execution through June 30, 2015, the maximum obligation of County shall not exceed _____ Dollars (\$_____)."

4. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, shall be deleted in its entirety and replaced with the following language:

" A. County shall compensate Contractor for his or her on-site professional services performed at Medical Facility (and/or at Contractor's office) as follows: _____ Dollars per hour (and/or per procedure – HD MACC only)

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT IX

Contract No. _____
(Medical Personnel)
(name change)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

AMENDMENT NO.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT",
dated _____, and further identified as County Agreement
No. _____, and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, the parties wish to amend Agreement to change
_____'s name to _____; and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective _____.
2. Wherever referred to in Agreement, _____ shall hereafter be
known as _____.

EXHIBIT IX

3. Except for the changes set forth hereinabove, all terms and conditions of the Agreement shall remain the same.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT X

Contract No. _____
(Hospitalist Services)

PART-TIME/INTERMITTENT SPECIALTY
MEDICAL SERVICES AGREEMENT

AMENDMENT NO.

THIS AMENDMENT is made and entered into this _____ day
of _____, 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"PART-TIME/INTERMITTENT SPECIALTY MEDICAL SERVICES AGREEMENT",
dated _____, and further identified as County Agreement No. _____,
and any amendments thereto (all hereafter "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of
a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on the date of its execution by
County's Director of the Department of Health Services, or his or her authorized
designee, with such date reflected on the top of page 1 of Amendment.

2. Paragraph 1 of the Agreement, TERM AND TERMINATION, Subparagraph
A, shall be deleted in its entirety and replaced with the following language:

“A. The term of this Agreement shall commence on the date of its execution by County’s Director of the Department of Health Services, or his or her authorized designee (collectively hereafter "Director"), with such date reflected on the top of page 1 of Agreement, and shall continue in full force and effect to and including _____. In any event, either party may terminate this Agreement at any time, for any reason, with or without cause, by providing at least thirty (30) calendar days' prior written notice thereof to the other party.”

3. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 2, MAXIMUM OBLIGATION OF COUNTY, shall be amended as follows:

"2. MAXIMUM OBLIGATION OF COUNTY: During the term of this Agreement, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____) as follows:

A. During the period July 1, 2011 or period date of execution through June 30, 2012, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

B. During the period July 1, 2012 or period date of execution through June 30, 2013, the maximum obligation of County shall not exceed _____ Dollars (\$_____);

C. During the period July 1, 2013 or period date of execution through June 30, 2014, the maximum obligation of County shall not exceed _____ Dollars (\$_____); and

D. During the period July 1, 2014 or period date of execution through June 30, 2015, the maximum obligation of County shall not exceed _____ Dollars (\$_____)."

4. Exhibit B, BILLING, PAYMENT, MAXIMUM OBLIGATION, AND RATES, Paragraph 3, HOURLY RATE(S), Subparagraph A, shall be deleted in its entirety and replaced with the following language:

" A. County shall compensate Contractor for on-site professional services performed at Medical Facility as follows: _____ Dollars per hour (and/or per procedure – HD MACC only)

County shall compensate Contractor for scheduled on-call services on an hourly basis at up to fifty percent (50%) of the hourly rate set forth above. During the term of this Agreement, County's compensation for on-call professional services shall be _____ Dollars (_____) per hour.

If services are paid on an hourly basis, and if Contractor performs services for less than one hour, payment for that hour shall be reduced by prorating to the number of minutes in the hour worked.

Medical Director shall assure that such medical services were indeed provided and that Medical Facility maintains appropriate time records to reflect the provision of same.

Mealtime and break periods are not covered for purposes of determining time compensable under this Agreement."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT XI

Contract No. _____

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

AMENDMENT NO. ____

THIS AMENDMENT is made and entered into this _____ day of _____ 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT", dated _____, and further identified as County Agreement No. _____ and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend the term of the Agreement, add new service categories, revise rates for certain services, and make other hereinafter described changes; and

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective upon _____.
2. The first sub-paragraph of Paragraph 1, TERM AND TERMINATION, shall be deleted in its entirety and replace with the following:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on _____ and shall continue in full force and effect to and including June 30, 2015. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon giving of at least thirty (30) calendar day's advance written notice thereof to the other"

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor agrees to provide County Facilities, upon request and qualification by County Facility, with the temporary or as-needed, intermittent personnel services as described in the following Exhibits, attached hereto and incorporated herein by reference:

- A-1 Audiology, Occupational Therapy, Physical Therapy, Recreation Therapy, and Speech Pathology Personnel Services
- A-2 Neurology Testing Personnel Services
- A-3-1 Radiologic Personnel and On-Call Services
- A-4-1 Respiratory Care Personnel Services
- A-5-4 Autopsy Technician, Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalogram Equipment, Electroencephalograph Technician, Mortuary Technician/Aid, Radiology Oncology Physicist, Renal Dialysis Equipment Technician, Pharmacy Manager, Pharmacist, Pharmacist Intern, Pharmacy Technician, Pharmacy Helper, On-Call Personnel Services and Medical Dosimetrist
- A-6 Mobile Lithotripsy Personnel Services
- A-7 Phlebotomy Service Supervisor, Phlebotomy Technician I, and Phlebotomy Technician II Personnel Services
- A-8 Psychiatric Social Worker I and II
- A-9 Tissue Analysis (Histology) Technician I and II, and Tissue Analysis (Histology) Technician Supervisor I and II Personnel Services
- A-10 Clinical Laboratory Scientist I, and Laboratory Assistant Personnel Services

A-11 Magnetic Resonance Imaging (MRI) Technologist Personnel Services”

4. Paragraph 50, CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE,

shall be added to the Agreement to read as follows:

“50. CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit D, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).”

5. Exhibit A-4, DESCRIPTION OF SERVICES, shall be deleted in its entirety and replaced with Exhibit A-4-1, attached hereto and incorporated herein by reference. Any reference to Exhibit A-4 in the Agreement or any Amendment thereof shall now be deemed to reference Exhibit A-4-1.

6. Exhibit A-5-3, DESCRIPTION OF SERVICES, shall be deleted in its entirety and replaced with Exhibit A-5-4, attached hereto and incorporated herein by reference. Any reference to Exhibit A-5-3 in the Agreement or any Amendment thereof shall now be deemed to reference Exhibit A-5-4.

7. EXHIBIT B-3-1, BILLING, PAYMENT AND SCHEDULE OF RATES, shall be deleted in its entirety and replaced with B-3-2, attached hereto and incorporated herein by reference. Any reference to Exhibit B, B-1, B-2, B-3 or B-3-1 in the Agreement or any Amendment thereof shall now be deemed to reference Exhibit B-3-2.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Contractor

By _____
Signature

Print Name

Title _____
(Affix Corporate Seal)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT A-4-1

DESCRIPTION OF SERVICES

(Temporary Respiratory Care Personnel)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Respiratory Care Practitioners I (RCP I); Respiratory Care Practitioners II (RCP II); Pediatric/Neonatal Care, Respiratory Services; On-Call Pediatric/Neonatal, Respiratory Services; and Interim Permittees.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3-1.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: RCP I level personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years experience in an acute care facility within thirty-six (36) months of their referral hereunder.

RCP II level personnel shall have a minimum of one (1) year's experience in an acute care facility within thirty-six (36) months of their referral hereunder.

Notwithstanding the foregoing, Contractor shall ensure that temporary personnel providing neonatal, pediatric and/or critical care services hereunder have at least two (2) years recent experience as a respiratory care practitioner in a general acute care hospital Neonatal Intensive Care Unit (NICU), Pediatric Intensive Care Unit (PICU), Intensive Care Unit (ICU), and either:

a) Current certification as a neonatal, pediatric and/or critical care respiratory care practitioner; or,

b) Completion of a training program including clinical and didactic courses in respiratory assessment and utilization of electronic monitoring and life support equipment; or

c) If Contractor's personnel do not qualify under either Subparagraph a) and b) above, then Contractor may elect to have County Facility review its critical care screening tests. If such screening tests' content and minimum passing score requirements are comparable to County's critical care standards, then County Facility may certify Contractor's respiratory care practitioner as qualified for critical care services.

County Facility may approve the provision of respiratory care services by interim permittees graduated from a State approved Joint Review Committee for Respiratory Therapy Education program and directly supervised on-site by qualified respiratory care personnel.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one the required experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3-1, less twenty five percent (25%).

EXHIBIT A-5-4

DESCRIPTION OF SERVICES

(Temporary Autopsy Technician, Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalograph Equipment, Electroencephalograph Technician, Mortuary Technician/Aid, Radiation Oncology Physicist, Renal Dialysis Equipment Technician, Pharmacy Manager, Pharmacist, Pharmacist Intern, Pharmacy Technician, Pharmacy Helper Personnel Services and Medical Dosimetrist)

1. **SERVICES TO BE PROVIDED:** Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel and/or equipment: Autopsy Technician; Cardiac Electro-diagnostic (ECG) Technician; Dental Assistant; Electroencephalograph (EEG) Equipment; Electroencephalograph (EEG) Technician; Mortuary Technician/Aid; Radiation Oncology Physicist; Renal Dialysis Equipment Technician; Pharmacy Manager; Pharmacist; Pharmacist Intern; Pharmacy Technician; and Pharmacy Helper.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B-3-1.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. **PERSONS TO BE SERVED:** Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to those services requested by the patient's attending physician, dentist or, in the case of services that are not specifically provided to an individual patient, by County Facility's Administrator.

3. **PERSONNEL:** All Contractor-referred personnel performing services at acute care County Facilities hereunder shall have a minimum of one (1) year experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one (1) year acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the person(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B-3-1, less twenty-five percent (25%).

3.1 All Contractor-assigned personnel performing Pharmacy Technician services at County Facilities shall obtain Pharmacy Technician Certification Board (PTCB) national certification within one hundred eighty (180) days of assignment to County Facilities. Evidence of such certification shall be maintained in accordance with Paragraph 7.A, TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS, Licenses, Registrations and Certificates, of this Agreement.

EXHIBIT B-3-2
BILLING, PAYMENT AND SCHEDULE OF RATES

Applies to:

- Exhibit A-1
- Exhibit A-2
- Exhibit A-3-1
- Exhibit A-4-1
- Exhibit A-5-4
- Exhibit A-6
- Exhibit A-7
- Exhibit A-8
- Exhibit A-9
- Exhibit A-10-1
- Exhibit A-11

1. **BILLING AND PAYMENT:** Contractor shall bill County every two (2) weeks in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., autopsy technician, mammography, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division every two (2) weeks. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

2. **PER DIEM PERSONNEL:**

A. **Definitions:** For purposes of this Exhibit, “per diem personnel” shall mean those Contractor-referred personnel assigned to a County facility to provide services on single shift on a single day. A “single shift” shall mean either an eight

(8) hour shift, ten (10) hour shift or a twelve (12) hour shift, depending on the shift scheduled by the County facility.

B. Per Diem Personnel Overtime: For Contractor-referred personnel assigned on a per diem basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first four (4) hours worked in excess of eight (8) hours per day, or for the first four (4) hours worked in excess of ten (10) hours per day, or for the first four (4) hours worked in excess of twelve (12) hours per day, depending on the shift scheduled by County. County shall pay two (2.0) times the hourly rate for all hours worked in excess of twelve (12) hours for those personnel assigned to an eight (8) hour shift or for hours worked in excess of fourteen (14) hours for those personnel assigned to a ten (10) hour shift, or for hours worked in excess of sixteen (16) hours for those personnel assigned to a twelve (12) hour shift.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Scheduled Shift: Contractor-referred personnel shall start and end work in accordance with the times scheduled (shift) by the County facility. Contractor shall be compensated for scheduled shift(s) worked.

3. **WEEKLY PERSONNEL:**

A. Definitions: For purposes of this Exhibit, "Weekly Personnel" shall mean those Contractor-referred personnel assigned to a County facility on a weekly basis. A "weekly basis" shall mean a forty (40) hour work week comprised of five (5) days, eight (8) hours per day, or an alternative workweek schedule. An "alternative workweek schedule" shall mean a forty (40) hour work week (on average) requiring a contractor's personnel to work longer than an eight hour shift per day.

B. Weekly Personnel Overtime: For Contractor-referred personnel assigned on a weekly basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first eight (8) hours worked in excess of forty (40) hours per week. County shall pay two (2.0) times the hourly rate for all hours worked in excess of forty-eight (48) hours in a workweek.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Scheduled Shift: Contractor-referred personnel shall start and end work in accordance with the times scheduled (shift) by the County facility. Contractor shall be compensated for scheduled shift(s) worked.

D. Call-Back Services: Contractor-referred personnel assigned on a weekly basis, who are called back at any time during the week by County Facility, shall be billed at one and one-half (1.5) times the hourly rate only for those hours worked in excess of forty (40) hours. Call-back services lasting less than one (1) hour shall be billed at one (1) hour.

E. On-Call Services: "On-Call" is defined as off-site availability by pager and/or telephone, according to a pre-determined schedule between Contractor and the County Facility. If called in, the rates revert to the rates for scheduled nuclear medicine, ultrasound or EEG technicians services identified in this Exhibit "B-3-2". Contractor shall respond to such a page and/or telephone call within fifteen (15) minutes and ensure that the requested Nuclear Medicine, Ultrasound or EEG Technician personnel arrive at the County Facility as requested by the Facility's Director or his/her authorized designee. There shall be no guaranteed minimum number of hours of work for Contractor's Nuclear Medicine, Ultrasound or EEG Technician personnel.

4. MEAL PERIOD: County shall provide Contractor-referred personnel with an unpaid meal period of not less than thirty (30) minutes for a work period if such personnel works at least five (5) hours during the day. If such personnel works no more than six (6) hours during a day, the meal period may be waived by mutual consent of both the County and the personnel. If such personnel works more than six (6) hours during a day, the meal period may not be waived.

County shall provide a second unpaid meal period of not less than thirty (30) minutes for Contractor-referred personnel if such personnel works at least ten (10) hours during the day. If such personnel works no more than twelve (12) hours during a day, the

second meal period may be waived by mutual consent of both the County and the Contractor-referred personnel, but only if the first meal period was not waived.

Unpaid meal periods may be waived by mutual consent, provided that the appropriate County facility supervisor initials the Contractor-referred personnel's timesheet on the day the unpaid meal period was waived. If the supervisor's initials are not on the time sheet, County shall assume Contractor-referred personnel was off duty for the unpaid meal period as described above, and make the necessary adjustments to the timesheet and related Contractor reimbursement.

5. **MODIFICATION OF PERSONNEL STATUS:** Contractor shall be permitted to modify the personnel status of personnel assigned to a County Facility subsequent to their assignment. However, personnel initially provided by Contractor on a "per diem" basis shall be billed and reimbursed as such even if scheduling changes initiated by the Contractor after the initial provision of the personnel result in such personnel being assigned to a County Facility on a weekly basis.

6. **HOLIDAYS:** County will reimburse Contractor for temporary medical personnel services provided under this Agreement on a holiday based on the rates and conditions set forth herein in this Exhibit.

A. For purposes of this Agreement, the following are the holidays compensated:

- (1) NEW YEAR'S DAY
- (2) MEMORIAL DAY
- (3) FOURTH OF JULY
- (4) LABOR DAY
- (5) THANKSGIVING DAY
- (6) CHRISTMAS DAY

B. Holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) shall be billed at one and one-half (1.5) times the hourly rate.

C. In the event a Holiday falls within a workweek that is more than 40 hours, the Holiday overtime will not affect any additional overtime the employee may be entitled to.

D. For purposes of this Agreement, no other holidays, whether recognized or created by the State, Federal or County government(s) during the term of this Agreement shall be considered holidays.

7. **GENERAL CONDITIONS:**

A. County Facility shall request Contractors' personnel via FAX (or facsimile) on a County provided form substantially similar to Attachment I, attached hereto. Contractor shall provide, via return County facsimile form at least one (1) hour prior to start of assignment, a written verification to County Facility stating the following:

1) The classification of Contractor-referred staff requested by the County Facility, including a specific person's name in those cases where County Facility specifically requests an identifiable person.

2) The day, time and shift to be worked by each Contractor-referred staff, including the number of hours the person will be working (i.e., an eight (8), ten (10) or twelve (12) hour shift. Weekly personnel shall be identified as such; and

3) The name of Contractor's personnel taking the County Facility's request.

B. Contractor shall provide, for each employee presenting to County Facility for the first time, proof of the following: certifications/licenses, health clearances, background checks or assessments, in accordance with the provisions of this Agreement or any additional requirements of County Facility.

C. For per-diem staffing (i.e., non-traveler personnel) County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

8. **CONTRACTOR PROVIDED EQUIPMENT:** Upon County Facility request, Contractor shall provide for use by its Electroencephalograph (EEG) Technician or Echocardiography Technologist (Echo Tech), EEG or Echo equipment necessary for the provision of EEG or Echo diagnostic services when any one of the following conditions exist, as determined by the County:

A. County-owned equipment necessary for such treatment is malfunctioning.

B. County-owned equipment necessary for such treatment is otherwise in use, or not available.

C. Special medical needs of the patient require equipment not owned by County.

Contractor shall not be required to provide such equipment if same is unavailable to Contractor and if Contractor so notifies County Facility at the time County Facility's request is made. In the event Contractor is requested to, and does, provide equipment with its personnel for use in providing treatment, County shall pay Contractor the rate set forth therefore in this Exhibit.

Contractor may store its EEG equipment and supplies at a County Facility, providing storage space is available. For all Contractor-provided EEG equipment, Contractor shall maintain and store EEG equipment and supplies in accordance with the Joint Commission (hereafter "JC"), Occupational Safety and Health Administration (hereafter "OSHA"), and Title 22 standards, and the County Facility's policies and procedures. Contractor shall provide a copy of Contractor's policies and procedures for the maintenance and storage of its EEG equipment and supplies to the County Facility for review and approval prior to the provision of services at the County Facility.

Each year, Contractor shall provide County Facility with an annual preventive maintenance schedule for the EEG equipment covered under this Agreement. Contractor

shall include, as part of such annual preventative maintenance, requirements established by the County Facility for specific EEG equipment. In any event, Contractor shall ensure that Electroencephalograph equipment is maintained to minimum regulatory compliance standards.

9. **HOURLY RATES:** Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

Exhibit A-1 Services

Maximum Hourly Rates

Licensed Audiologist	\$80.00
Audiology Assistant	\$37.08
Licensed Occupational Therapist	\$80.00
Certified Occupational Therapy Assistant	\$37.08
Licensed Physical Therapist	\$80.00
Licensed Physical Therapy Assistant	\$37.08
Licensed Speech Pathologist	\$80.00
Recreation Therapist	\$51.50
Recreation Therapy Assistant	\$37.08
Rehabilitation Therapy Tech/Aide	\$25.75

Exhibit A-2 Services

Maximum Rates

Neurological Study Services (Neurological Testing)

Electroencephalogram (EEG)

Evoked Potentials (EP)

EEG/EP Procedures (Routine)	\$103.00 per study for 51 or more studies/mo.
- for 40 to 50 studies/mo.	\$128.75 per study
- for 1 to 39 studies/mo.	\$154.50 per study
EEG/EP Procedures (Neonatal/NICU)	\$144.20 per study for 51 or more studies/mo.
- for 40 to 50 studies/mo.	\$169.95 per study
- for 1 to 39 studies/mo.	\$195.70 per study

Extended Studies

EEG/EP Procedures (Prolonged – 1 Hr. Additional)	\$144.20 per study for 51 or more studies/mo.
- for 40 to 50 studies/mo.	\$169.95 per study
- for 1 to 39 studies/mo.	\$195.70 per study
EEG/EP Procedures (Prolonged – 2 Hr. Additional)	\$188.40 per study for 51 or more studies/mo.
- for 40 to 50 studies/mo.	\$214.15 per study
- for 1 to 39 studies/mo.	\$239.90 per study

STAT/On-Call

EEG/EP Procedures (STAT/On Call)	\$231.75 per study
EEG/EP Procedures (STAT/On Call 1 Hr. Additional)	\$272.95 per study
EEG/EP Procedures (STAT/On Call 2 Hr. Additional)	\$314.15 per study
Patient No Show/No Call (Contractor agrees to only charge for up to 3 Patient No Shows per month)	\$ 36.05 per study

Neuromuscular Studies

Electromyography (EMG) all	\$200.85 per study
Nerve Conduction Velocity Study (NCV)	\$200.85 per study

Exhibit A-3-1 Services

Maximum Hourly Rates

Angiography Services	\$51.50
Computed Tomography Services	\$51.50
Echocardiography (Pediatric or Adult)	\$51.50
Echocardiography (Pediatric or Adult) with Equipment:	
- Weekdays between 8:00 a.m. and 6:00 p.m.	\$100.00 (minimum 4 hours)
- Weekdays between 6:00 p.m. and 8:00 a.m., weekends and holidays	\$125.00 (minimum 5 hours)
General Radiology (X-Ray) Services	\$36.05
Mammography Services	\$51.50

Nuclear Medicine Services	\$51.50
Radiation Therapy Services	\$51.50
Ultrasound Services	\$51.50
On-Call Services - (for Nuclear Medicine and Ultrasound Services only)	\$ 3.25
PET/CT Scan Technologist Services	\$70.00

Exhibit A-4-1 Services

Maximum Hourly Rates

Respiratory Care Practitioners (RCP II)	\$51.00
Respiratory Care Practitioners (RCP I)	\$42.00
Pediatric/Neonatal Care Services	\$48.25
Interim Permittee	\$38.00
On-Call Services – (for RCP Pediatric/ Neonatal Care Services only)	\$ 3.25

Exhibit A-5-4 Services

Maximum Hourly Rates

Autopsy Technician	\$28.84
Cardiac Electro-diagnostic (ECG/EKG) Tech.	\$26.78
Dental Assistant	\$20.60
Electroencephalograph (EEG) Tech.	\$26.78
Electroencephalogram (EEG) Equipment	\$50.00 per Procedure
Mortuary Technician/Aid	\$26.78
Radiation Oncology Physicist	\$82.40
Renal Dialysis Equipment Tech.	\$26.78
Pharmacist Manager	\$95.00
Pharmacist	\$79.00
Pharmacist Intern	\$25.00
Pharmacy Technician	\$19.04
Pharmacy Helper	\$16.48
On-Call Services - (for EEG Technician Services only)	\$ 3.25
Medical Dosimetrist	\$90.00

Exhibit A-6 Services

Mobile Lithotripsy

Maximum Case Rate

\$927.00 Each Case

Exhibit A-7 Services

Phlebotomy Service Supervisor

Maximum Hourly Rates

\$33.00

Phlebotomy Technician I

\$27.00

Phlebotomy Technician II

\$29.50

Exhibit A-8 Services

Psychiatric Social Worker I

Maximum Hourly Rates

\$47.22

Psychiatric Social Worker II

\$54.10

Exhibit A-9 Services

Tissue Analysis (Histology) Technician I

Maximum Hourly Rates

\$39.86

Tissue Analysis (Histology) Technician II

\$42.07

Tissue Analysis Technician (Histology) Supervisor I

\$44.86

Tissue Analysis Technician (Histology) Supervisor II

\$48.67

Exhibit A-10-1 Services

Clinical Laboratory Scientist I

Maximum Hourly Rates

\$52.00

Laboratory Assistant

\$22.00

Exhibit A-11 Services

Magnetic Resonance Imaging (MRI) Technologist

Maximum Hourly Rates

\$60.00

Facilities will define the exact hours encompassed by these terms prior to assignment of personnel.

Ten percent (10%) will be added to the above rates for temporary medical personnel who travel 50 miles or more, one way, to the job site at the High Desert Health System.